



**United States**  
**v.**  
**Rami Ghanem**

**CR 15-704 (A)-SJO**

**Trial Exhibit Book 5**

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 500

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** salam fakroun <fakrun1@gmail.com>  
**Sent:** Monday, October 27, 2014 7:15 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Subject:** Re: Libyan requirements  
**Attach:** Draft2.docx

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On Thu, Oct 23, 2014 at 11:32 PM, Rami Ghanem <ramithe@gmail.com> wrote:



--  
Abdul Salam  
Misurata-Libya

No.....

...../...../2014

**End User Certificate**

<b>1. Country of ultimate destination</b>		<b>LIBYAN STATE</b>
<b>2. Name, address, telephone and fax numbers, e-mail address of the End User</b>		Ministry of Defense of Republic of LIBYA Tripoli - Libya
<b>3. Description of goods, quantity, description</b>		
<b>No</b>	<b>(Description of Goods)</b>	<b>(Quantity) pcs</b>
1	Ammunition 23 mm	5,000,000
2	Ammunition 14.5 mm	5,000,000
3	Ammunition 54x7.62BKT mm	5,000,000
4	Mortar rounds 81 mm	12,000
5	Mortar round 120mm	12,000
6	<b><i>Cannon shell 106 mm</i></b>	15,000
7	Rocket 130 mm	10000
8	Rocket 107 mm	10000
9	Belts for ZU-23mm	500 m
10	Belts for ZU-14.5	500 m



11	GRAD 122 MM	10,000
12	Ammunition 12.7	3,000,000
13	Anti tank konkurs launcher 9p135m-m1	150
14	Missiles Anti tank konkurs launcher 9p135m-m1	1500
15	Laser range finder	200
16	Sniper for 2000 m	100
17	Rocket launchers for MI-24	16
18	AT-2swatter	2500
19	AT-6 spiral missiles	2500
20	57 mm Rocket	1000
21	80 mm Rocket	1000
22	130 mm Rocket	1000
23	240 mm Rocket	1000
24	AGS-17 30 mm Grenade launchers	16

**4. Description of final use (purpose):**

The goods will be used by the Government of Libya to keep security in the country

**5. Name, address, telephone and fax numbers, and e-mail address of the supplier:**

**Khan Asparuh Trade Ltd , BULGARIA, 9300 Dobrich, 3, Tsanko Tserkovski Str.**

**Statement of the end-user.**

We certify that we are the end-user and importer of the goods/technologies referred to in item 3. Except as authorized by prior written approval of the export control authority of the Republic of Bulgaria, we undertake not to: (1) re-export, (2) sell, (3) lend to any other person or otherwise dispose of the goods/technologies referred to in this document outside the country of end user. This refers also to spare parts, specialist tools, documentation, technical support and operating manuals necessary for the after-sales support.

A relevant Delivery Verification Certificate will be present to the Supplier for each individual shipment, within 30 days from the date of its receipt.

.....  
*/Name and position of the signer/*

*Stamp/ Date*

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 501

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Tuesday, October 28, 2014 6:07 AM  
**To:** INTERNATIONAL ARMOUR Co. <info@armour.gr>; ceo@armour.gr  
**Subject:** RE: Libya  
**Attach:** Ammo LOL.doc

---

Dear Dimitris,

Thank you for your reply, yes for sure it will be current government of Libya in Tripoli ( Ministry of Defence), I am ready to come and see you to make the arrangements for now please see our requirements as attached.

Regards

***Rami Ghanem***

***Gateway to Egypt. (GTE)***

Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552  
Jordan Office

Tel: 962 6 5685624 Ext 104  
Fax: 962 6 5685625 Mobile: 962 787 321 000  
ramithe@gmail.com or rami@caravaname.com  
US Telephone: 772 675-4363 Skype Address: caravaname

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Life is short.. So love your life.. Be happy.. And Keep smiling.. and

Before you speak »Listen  
Before you write »Think  
Before you spend »Earn  
Before you pray »Forgive  
Before you hurt »Feel  
Before you hate »Love

Before you quit »Try  
Before you die »Live

That's Life...

---

**From:** INTERNATIONAL ARMOUR Co. [mailto:info@armour.gr]  
**Sent:** Tuesday, October 28, 2014 12:48 PM  
**To:** 'Rami Ghanem'; ceo@armour.gr  
**Subject:** RE: Libya

Dear Sirs,

We can supply to Libya ammunitions (kindly advise calibers) subject that the end user will be the current official Government of Libya.

Awaiting yours

Dimitris Chalambalis  
Defense Advisor  
Mob.Phone: +30 6972 925883

**INTERNATIONAL ARMOUR Co.**  
DEFENSE & SAFETY  
125 Menelaus Street  
17676 Kallithea – Athens – Greece  
T: +30 210 9577743  
F: +30 211 2219310  
E: [info@armour.gr](mailto:info@armour.gr)  
[www.armour.gr](http://www.armour.gr)

---

**From:** Rami Ghanem [mailto:ramithe@gmail.com]  
**Sent:** Tuesday, October 28, 2014 12:34 PM  
**To:** [ceo@armour.gr](mailto:ceo@armour.gr)  
**Subject:** Libya

Dear Sir,

We are a company based in Jordan having an office in Libya, we are working very closely with the government of Libya based in Tripoli, please advise if you are able and willing to supply us with ammunition, if your answer is positive then I can fly to meet you

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Ghanem\_Sentencing\_00000009

and to conclude our 1<sup>st</sup> deal.

Thanks

***Rami Ghanem***

***Gateway to Egypt. (GTE)***

Complex 122, Building 16, Apartment 42

Al Rehab City, Cairo Egypt

Telephone# 00201127999552

**Jordan Office**

Tel: 962 6 5685624 Ext.104

Fax: 962 6 5685625 Mobile: 962 787 321 000

ramithe@gmail.com or rami@caravaname.com

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Before you write »Think  
Before you spend »Earn  
Before you pray »Forgive  
Before you hurt »Feel  
Before you hate »Love  
Before you quit »Try  
Before you die »Live

That's Life...





Date: 27/10/2014

**Subject: Purchase Ammunitions.**

### **Letter of Intent**

Dear Director of International Sales,

We, the undersigned (Mohammad Al Daboubi, CEO & President and or Rami Ghanem, VP for business development,, address, Abdul Al-Rahim Al- Waked St. - Shmeisani. Bldg. No. 42. P.O. Box 830589.Amman-11183 Jordan tele +96265685624., and e-mail ) [info@gatewaymena.com](mailto:info@gatewaymena.com) on behalf of **Ministry of Defense of Republic of LIBYA**, with address in Tripoli – Libya. Hereby state that we are interested, able and capable to purchase the following items:

No.	Description	Caliber	QTY	Remarks
1	Ammunition 23 mm	mm23	BOX3000	23×152 mm Belted
2	Ammunition 14.5 mm	mm 14.5	BOX3000	
3	Ammunition BKT mm 54x7.62	mm 7.62 54 x	BOX 3000	
4	<i>mortar rounds</i>	mm 81	4800	high-explosive

**4281 Express Lane. Suite L7503. Sarasota, Florida 34238**


Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: [aldaboubim@gmail.com](mailto:aldaboubim@gmail.com)

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	mm 81		BOX	
5	<i>mortar rounds</i> mm120	mm120	2500 BOX	high-explosive
6	106 <i>cannon shell</i>	mm106	2500 BOX	ANTI TANK
7	130 MM Rocket	mm130	5000PCS	
8	107 MM Rocket	mm 107	2500 BOX	
9	BELTS FOR ZU- 23MM	mm 23	M 500	
10	BELTS FOR ZU- 14.5MM	mm14.5	M 500	
11	GRAD 122 MM	mm122	1000 ROCKET	
12	Ammunition 12.7	mm12.7	3000 BOX	

- End User certificate will be signed and stamped by authorized ministry

**4281 Express Lane. Suite L7503. Sarasota, Florida 34238**

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: aldaboubim@gmail.com

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CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 502

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** INTERNATIONAL ARMOUR Co. <info@armour.gr>  
**Sent:** Wednesday, October 29, 2014 1:22 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Subject:** RE: Libya  
**Attach:** OFFER 0481-14.pdf

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Dear Rami,

Good day

Kindly find attached our offer with current available IN STOCK products as well as some brand new/suggestion.

Note that prices are net to you which means we have not include/secure any commission to your side.

Only in SHERSEN SYSTEM we have secure a 5% commission to your side as the prices are fix from manufacturer with not the ability to low or rise these.

Please note, as we have up to date various interests with not any solid result, we need you first to provide us a legal governmental document for final approval from exporters and in revert to provide you also all relevant documents needed and further instructions for the total deal(s) according your final interest/request

Awaiting yours,

Dimitris

---

**From:** Rami Ghanem [mailto:ramithe@gmail.com]  
**Sent:** Tuesday, October 28, 2014 5:04 PM  
**To:** 'INTERNATIONAL ARMOUR Co.'  
**Subject:** RE: Libya

Please advise if you can send me your mobile # and or Skype address to contact you.

Thanks

---

**From:** INTERNATIONAL ARMOUR Co. [mailto:info@armour.gr]  
**Sent:** Tuesday, October 28, 2014 3:13 PM  
**To:** 'Rami Ghanem'  
**Subject:** RE: Libya

Dear Rami,

Greetings

We thank you for your email.

Kindly note that we do not have all the calibers you asked (we will revert shortly with availabilities).

Also note that as we know current official Government of Libya is not any more in Tripoli!!!

Please advise

Kind regards

Dimitris

---

**From:** Rami Ghanem [mailto:ramithe@gmail.com]  
**Sent:** Tuesday, October 28, 2014 3:07 PM  
**To:** 'INTERNATIONAL ARMOUR Co.'; [ceo@armour.gr](mailto:ceo@armour.gr)  
**Subject:** RE: Libya

Dear Dimitris,

Thank you for your reply, yes for sure it will be current government of Libya in Tripoli ( Ministry of Defence), I am ready to come and see you to make the arrangements for now please see our requirements as attached.

Regards

***Rami Ghanem***

***Gateway to Egypt- (GTE)***

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---

**From:** INTERNATIONAL ARMOUR Co. [mailto:info@armour.gr]

**Sent:** Tuesday, October 28, 2014 12:48 PM

**To:** 'Rami Ghanem'; ceo@armour.gr

**Subject:** RE: Libya

Dear Sirs,

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Awaiting yours

Dimitris Chalambalis

Defense Advisor

Mob.Phone: +30 6972 925883

**INTERNATIONAL ARMOUR Co.**

**DEFENSE & SAFETY**

125 Menelaus Street

17676 Kallithea – Athens – Greece

T: +30 210 9577743

F: +30 211 2219310

E: [info@armour.gr](mailto:info@armour.gr)

[www.armour.gr](http://www.armour.gr)

---

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**Subject:** Libya

Dear Sir,

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Thanks

***Rami Ghanem***

***Gateway to Egypt. (GTE)***

Complex 122, Building 16, Apartment 42

Al Rehab City, Cairo Egypt

Telephone# 00201127999552

**Jordan Office**

Tel: 962 6 5685624 Ext.104

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Before you hate »Love  
Before you quit »Try  
Before you die »Live

That's Life...

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## TOP CONFIDENTIAL

For the attention of Mr. Rami Ghanem

Athens, October 29 2014  
Ref# 0481-14

Dear Sirs,

We, **International Armour Co.**, a private company incorporated in Athens/Greece as a center of technical excellence in defense and security products and services, official certified and legal licensed by the Hellenic Ministry of Public Order, hereby kindly like to provide you our corporate offer.

**INTERNATIONAL ARMOUR Co.**  
**Defense & Technical Department**

125 Menelaus Street  
17676 Kallithea - Athens - Greece  
T: +30 210 9577743  
F: +30 211 2219310  
E: info@armour.gr  
Skype, armour.international  
W: www.armour.gr

MINISTRY OF PUBLIC ORDER CERTIFIED  
ISO CERTIFIED  
ICoC SIGNATORY COMPANY

### OFFER/PRICES

No	IN STOCK PRODUCTS / DESCRIPTION	AVAILABLE QTY	UNIT PRICE US\$
1	T-72 BATLE TANK (1)	160	\$250,000.00
2	T-72 BATLE TANK ROCKETS 125 mm (1)	10,000	\$310.00
3	BMP-21 GRAD (2)	18	\$160,000.00
4	BM-21 ROCKET- 122mm M21OF (2)	50,000	\$245.00
5	KONKURS LAUNCHER 9P135M-M1 (3)	200	\$35,000.00
6	KONKURS MISSILE 9M113 (3)	800	\$10,500.00
7	FAGOT "FAKTORIA" MISSILE 9M111M / 120mm (4)	1,300	\$8,900.00
8	PKT HEAVY MACHINEGUN 7.62x54 (5)	1,000	\$1,900.00
9	AK47 - MODEL AKM - 7.62x39 ASSAULT RIFLE (6)	5,000 (**)	\$270.00
10	AMMO 7.62x54 (7)	10,000,000	\$0.170
11	AMMO 7.62x39 (7)	10,000,000	\$0.118
12	AMMO 12.7x108 BS (7)	1,000,000	\$3.990
13	AMMO 5.45x39 (7)	80,000,000	\$0.118

(1) All tanks T-72 are old production – in stock / made in Russia, reconstructive, full workable with new batteries and with exporter warranty. Also, rockets are old production – in stock / made in Russia, full workable and with exporter warranty

(2) BMP-21 GRAD is old production – in stock / made in Russia, reconstructive, full workable with new batteries and with exporter warranty

(3) KONKURS LAUNCHER 9P135M-M1 are old production – in stock / made in Russia, reconstructive, full workable and with exporter warranty. Also, rockets are old production – in stock / made in Russia, full workable and with exporter warranty

(4) FAGOT "FAKTORIA" MISSILE 9M111M / 120mm are old production – in stock / made in Russia, full workable and with exporter warranty

(5) PKT HEAVY MACHINEGUN 7.62x54 are old production – in stock / made in Russia, reconstructive, full workable and with exporter warranty

(6) AK47 - MODEL AKM - 7.62x39 ASSAULT RIFLES are old production – in stock / made in Russia, reconstructive, full workable and with exporter warranty

(7) All ammunition are old production / made in Russia, are armed hermetic packed/shield in metal tins (vacuum) are full workable and with exporter warranty

(\*\*) Available up to 10,000 set

**We do not guarantee the availability of the above mentioned in stock products/quantities as well as prices change, unless we have your official purchase order and EUC issued from end user country-MOD and/or a relevant authorized and approved ministry/organization of country.**

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Page 1 / 4

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#### **OTHER PRODUCTS**

##### **1) NINE (9) Mi-24V (export version of Mi-35) helicopters produced in Year 1986 and later (IN STOCK)**

#### **GENERAL CONDITION:**

- All helicopters are produced in year 1986 and later while flight hours of all helicopters are 228 to 515
- All helicopters are in good condition and maintenance by producer
- All helicopters are with ground equipment 1:1 configuration
- All prices are in USD, FCA Aircraft Repair Plant.
- Payment terms are subject of further commercial negotiations
- Offer Helicopter Mi-24V (Mi-35), year of production is 1986 and later with overhaul of Helicopter
- Delivery period for one unit will be within 150 days after receiving of the helicopter in Aircraft Repair Plant, according the Contract. The each next unit will be delivered within 50 days after previous one in condition that all the units arrived to the overhauling facility at the same time.
- Ammunitions, rockets, shells, bombs etc, are not included in each helicopter set.

#### **PERFORMANCE CONDITIONS OF CAPITAL OVERHAULING:**

1. Overhaul of goods will be performed by certified the Aircraft Repair Plant in the amount and in accordance with the technical and repair documentation.
2. Quality of performed overhaul of the goods must to comply with the applicable aircraft repair plant standards and specifications, the relevant requirements Developer of the helicopter, followed with quality certificate, as well as entries in the operational documents.
3. After performed overhauling, on product will be installed the plate -TBO 1,000 hours over 6 years
4. Seller shall guarantee the quality of goods for 200 hours readout or 12 calendar months (whichever is expired first) from the date of signing by the Parties Act of product into operation.
5. The overhauled product will be equipped and delivered with equipment as per specification in ANNEX 2

Unit price: **US\$ 5,700,000** (ex works basis)

(Full workable and with full of weapons/armory - ammunitions/rockets/shells etc NOT included.)

**We do not guarantee the availability of the above mentioned in stock products/quantities as well as prices change, unless we have your official purchase order and EUC issued from end user country-MOD and/or a relevant authorized and approved ministry/organization of country.**



## 2) SHERSHEN ANTI TANK SYSTEMS (BRAND NEW)

### A) System One: (with an individual spare parts set )

Item No.	Name of Equipment	Unit Price in US Dollars
1.	Antitank guided missile system "SHERSHEN" in a set according to the technical description (LD,RCU, 4th series PN-S guidance device, cable set and wireless modem) with an individual spare parts set	US\$ 252,000
2.	RK-2S set (130 mm, tandem cumulative warhead)	US\$ 54,000
3.	RK-2OF missile set (130 mm, high-explosive fragmentation warhead)	US\$ 52,000
4.	Thermal-imaging module PERI EYE-MW	US\$ 90,000
<b>Price per System:</b>		One full system with 5 missiles RK-2S cost is <b>US\$ 612,000</b> One full system with 5 missiles RK-2OFcost is <b>US\$ 602,000</b>

### B) System two: (with an individual spare parts set and two firing channels)

Item No.	Name of Equipment	Unit Price in US Dollars
1.	Antitank guided missile system "SHERSHEN-DM" in a set according to the technical description (launching device, remote control unit, 4th series PN-S guidance device, cables set) with an individual spare parts set and two firing channels	US\$ 270,000
2.	RK-2S set (130 mm, tandem cumulative warhead)	US\$ 54,000
3.	RK-2OF missile set (130 mm, high-explosive fragmentation warhead)	US\$ 52,000
4.	Thermal-imaging module PERI EYE-MW	US\$ 90,000
<b>Price per System:</b>		One full system with 5 missiles RK-2S cost is <b>US\$ 630,000</b> One full system with 5 missiles RK-2OFcost is <b>US\$ 620,000</b>

### C) OPTIONAL / FOR TRAINING

- 1) Electronic Simulator ATGM "Shershen" set for 5 ATGM systems: **US\$ 84,000 per unit**
- 2) RK-2S weight-dimensional model for training: **US\$ 18,000 per unit**
- 3) Group spare parts set for 10 ATGM systems: **US\$ 264,000 per unit**

### TERMS/CONDITIONS

"FCA-Minsk, the Republic of Belarus (in accordance with ICC rules for the use of trade terms in National and International trade published in 2010 - "INCOTERMS-2010" and includes:

- Full cost of equipment production;
- Warranty service of the equipment during 12 months from the moment of supply;
- Personnel training
- Full set of exploitation documents (passports user manual);
- Cost of customs procedures and issue of necessary permits for the export of products from the Republic of Belarus



**SUGGESTED BRAND NEW FIREARMS**

No	IN STOCK PRODUCTS / DESCRIPTION	MINIMUM ORDER QTY	UNIT PRICE US\$
1	ZASTAVA M92 SUBMACHINE GUN 7.62X39 (*)	5,000	\$525.00
2	ZASTAVA M70 AB2 7.62X39 ASSAULT RIFLE (*)	5,000	\$570.00
3	ZASTAVA SNIPER M91 (SEMI AUTO) 7.62x54R (*)	300	\$3,300.00
4	ZASTAVA SNIPER RIFLE M07 7.62X54R (*)	300	\$3,900.00
5	ZASTAVA M84 MACHINE GUN 7.62X54R (*)	3,000	\$4,850.00
6	CZ LUVO TT9 PV PISTOL 9MM (*)	5,000	\$650.00
7	CZ LUVO TT9 PISTOL 9MM (*)	5,000	\$320.00
8	ZASTAVA E9 PISTOL 9MM (*)	5,000	\$520.00

**General Terms:**

A) We only deal, merchandize and deliver/export defense equipment to all countries that are not under embargo or any restriction by EU and UN.

B) End User certificate will be required from the Ministry of Defense of the end user and officially approved by the office of Prime Minister of the end user country. All necessary export licenses will be issued by the exporter/export country.

C) Payment terms: 50% down payment together with your official purchase order and payment in full before goods dispatch manufacturers warehouses against relevant loading documents and quality / quantity certificate by a worldwide approved inspection organization such as SGS

D) All offered prices are in ex-works basis, where the total transportation cost of the goods from the export country to the nominated delivery place is on buyer's account.

E) Inspection of goods is allowed after your official purchase order/contract sign and according to the contractual agreement inspection procedures.

F) Final supplier will be our company or any affiliated company of our group while all export licenses and permissions as well as transportation arrangement will be from manufacturers/exporters side.

G) This offer is valid (for the in stock products) subject to availability.

**We do not guarantee the availability of the above mentioned in stock products/quantities as well as prices change, unless we have your official purchase order and EUC issued from end user country-MOD and/or a relevant authorized and approved ministry/organization of country.**

We remain at your disposal in any further question or clarification.

Sincerely yours,



Dimitris Chalambalis  
Defense Senior Advisor

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CASE NO. CR 15-0704 (A)-SJO  
UNITED STATES OF AMERICA  
VS. GHANEM  
PLAINTIFF'S EXHIBIT 503  
DATE \_\_\_\_\_ IDEN.  
DATE \_\_\_\_\_ EVID.  
BY \_\_\_\_\_  
DEPUTY CLERK  
AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Wednesday, October 29, 2014 6 11 AM  
**To:** Saber2302@hotmail.com  
**Cc:** Mohd <aldaboubim@gmail.com>  
**Subject:** FW: LOI  
**Attach:** AeroLOI.PDF; CZ LOI.PDF

---

Dear Mohammad,

You are kindly requested to see attached 2 files concerning the LOI's one for Aero for us to discuss the L 39 spare parts and maintenances, the 2<sup>nd</sup> one for the supply of ammunitions from Exclibur army Spol.

Thanking you in advance for you arrangements.

Best Regards

***Rami Ghanem***

***Gateway to Egypt. (GTE)***

Complex 122, Building 16, Apartment 42

Al Rehab City, Cairo Egypt

Telephone# 00201127999552

Jordan Office

Tel: 962 6 5685624 Ext 104

Fax: 962 6 5685625 Mobile: 962 787 321 000

ramithe@gmail.com or rami@caravaname.com

US Telephone: 772 675-4363 Skype Address: caravaname

The information contained in this message is for the intended addressee only and may contain confidential and/or privileged information. If you are not the intended addressee, this message will self destruct to notify the sender; do not copy or distribute this message or disclose its contents to anyone. Any views or opinions expressed in this message are those of the author and do not necessarily represent those of CME or of any of its associated companies. No reliance may be placed on this message without written confirmation from an authorized representative of the company.

Life is short.. So love your life.. Be happy.. And Keep smiling.. and

Before you speak »Listen

Before you write »Think

Before you spend »Earn

Before you pray »Forgive  
Before you hurt »Feel  
Before you hate »Love  
Before you quit »Try  
Before you die »Live

That's Life...



Date: 27/10/2014

Messrs,  
**AERO Vodochody Aerospace a.s.**  
U Letiste 374  
250 70 Odolena Voda  
CZECH REPUBLIC  
Tel: +420 255 761 111  
E-Mail address: [pr@aero.cz](mailto:pr@aero.cz)

**Subject: Purchase Spare Parts for L139 Albatros and L139.**

#### **Letter of Intent**

Dear Director of International Sales,

We, the undersigned (Mohammad Al Daboubi, CEO & President and or Rami Ghanem, VP for business development,, address, Abdul Al-Rahim Al- Waked St. - Shmeisani. Bldg. No. 42. P.O. Box 830589.Amman-11183 Jordan tele +96265685624., and e-mail ) [info@gatewaymena.com](mailto:info@gatewaymena.com) on behalf of **Ministry of Defense of Republic of LIBYA**, with address in Tripoli – Libya. Hereby state that we are interested, able and capable to purchase the following items;

- **purchase L139 Albatros and L139 Spare Parts**

---

**4281 Express Lane. Suite L7503. Sarasota, Florida 34238**

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: [aldaboubim@gmail.com](mailto:aldaboubim@gmail.com)



- End User certificate will be signed and stamped by authorized ministry approved by the International Society and EU authorities.
- Awaiting to receive an Invitation to visit you in Czech Republic for signing the purchase/sell contract.
- All expenses including air tickets, accommodation etc. will be covered by us.
- Copies of passports will be send to you upon receiving the Invitation Letter.

We remain with best regards,

Rami Ghanem

A handwritten signature in black ink that reads "RAMI GHANEM". The signature is stylized with a large, flowing "R" and "G".



[info@Gatewaymena.com](mailto:info@Gatewaymena.com)

Mobile: +201127999552

---

4281 Express Lane, Suite L7503, Sarasota, Florida 34238

---

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: al daboubim@gmail.com





Date: 27/10/2014

Messrs,  
EXCALIBUR ARMY Spol. S.r.o.  
Kodanska ul. 521  
101 00 Praha 10  
CZECH REPUBLIC  
Fax: +420 469 775 113  
E-Mail address: [info@excaliburarmy.cz](mailto:info@excaliburarmy.cz)

Subject: Purchase Ammunitions.

### Letter of Intent

Dear Director of International Sales,

We, the undersigned (Mohammad Al Daboubi, CEO & President and or Rami Ghanem, VP for business development,, address, Abdul Al-Rahim Al- Waked St. - Shmeisani. Bldg. No. 42. P.O. Box 830589.Amman-11183 Jordan tele +96265685624., and e-mail ) [info@gatewaymena.com](mailto:info@gatewaymena.com) on behalf of **Ministry of Defense of Republic of LIBYA**, with address in Tripoli – Libya. Hereby state that we are interested, able and capable to purchase the following items:

No.	Description	Caliber	QTY	Remarks
1	Ammunition 23 mm	mm23	BOX3000	23×152 mm Belted
2	Ammunition 14.5 mm	mm 14.5	BOX3000	

**4281 Express Lane. Suite L7503. Sarasota, Florida 34238**

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: [aldaboubim@gmail.com](mailto:aldaboubim@gmail.com)



3	Ammunition BKT mm 54x7.62	mm 7.62 54 x	BOX 3000	
4	<i>mortar rounds</i> mm 81	mm 81	4800 BOX	high-explosive
5	<i>mortar rounds</i> mm120	mm120	2500 BOX	high-explosive
6	106 <i>cannon shell</i>	mm106	2500 BOX	ANTI TANK
7	130 MM Rocket	mm130	5000PCS	
8	107 MM Rocket	mm 107	2500 BOX	
9	BELTS FOR ZU- 23MM	mm 23	M 500	
10	BELTS FOR ZU- 14.5MM	mm14.5	M 500	
11	GRAD 122 MM	mm122	1000 ROCKET	
12	Ammunition 12.7	mm12.7	3000 BOX	

4281 Express Lane. Suite L7503. Sarasota, Florida 34238

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: aldaboubim@gmail.com





- End User certificate will be signed and stamped by authorized ministry approved by the International Society and EU authorities.
- Awaiting to receive an Invitation to visit you in Czech Republic for signing the purchase/sell contract.
- All expenses including air tickets, accommodation etc. will be covered by us.
- Copies of passports will be send to you upon receiving the Invitation Letter.

-  
We remain with best regards,

Rami Ghanem

A handwritten signature in black ink that reads "RAMI GHANEM". The signature is stylized with a large, flowing "R" and "G".



[info@Gatewaymena.com](mailto:info@Gatewaymena.com)  
Mobile: +201127999552

---

4281 Express Lane, Suite L7503. Sarasota, Florida 34238

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: aldaboubim@gmail.com

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 504

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Thursday, October 30, 2014 9:31 AM  
**To:** Abdul Salam <fakrun1@gmail.com>  
**Subject:** FW: 23  
**Attach:** ammo 23mmX152B for ZU2 and ZSU40001 (2).pdf; Ammo forGsh23L and Gsh 23LU0001 (2).pdf

---

# AMMUNITION 23mm x 152B FOR ANTI-AIRCRAFT GUN ZU-2 AND ZSU-4



NATO DESIGNATION	HEI-T	HEI	HE	HE-T	API-T	API	TP-T	TP
<b>WEIGHT</b>								
projectile (g)	190	182	182	190	190	190	190	182
propellant (g)	76	76	76	76	76	76	76	76
explosive (g)	16.3	19.6	19.6	16.3	5	5	none	none
complete round (g)	343.6	343.6	343.6	343.6	343.6	343.6	343.6	343.6
<b>EXPLOSIVE TYPE</b>	RDX+AL	RDX+AL	RDX	RDX	none	none	none	none
<b>LENGHT (mm)</b>								
complete round	236	236	236	236	236	236	236	236
<b>MUZZLE VELOCITY (m/s)</b>	970	970	970	970	970	970	970	970
<b>SELF-DESTRUCTION TIME (s)</b>	5.6-11.2	5.6-11.2	5.6-11.2	5.6-11.2	none	none	none	none
<b>TRACER BURNING TIME (s)</b>	3.5	none	none	3.5	3.5	-	3.5	-

## PACKING:

80 rounds in wooden case  
W/C dimensions cm 69x29x22  
Case gross mass kg 44

## FOR MORE INFORMATION CONTACT US

DATA CONTAINED HEREIN ARE INFORMATIVE ONLY AND SUBJECT  
TO AMENDMENT WITHOUT PREVIOUS NOTICE



K O M P A N I J A

**Stobroda** A.D.

ČAČAK - SRBIJA I CRNA GORA

Ratka Mitrovića street 30, 32000 Čačak  
Serbia and Montenegro

Phones:

Exchange: ++381 32 26 21 41

General manager: ++381 32 26 22 10

Development, Marketing and Engineering department:

++381 32 26 33 60

Export department: ++381 32 26 29 48

Fax: ++381 32 22 63 90 and ++381 32 26 34 48

e-mail: [slobcom@gtt.yu](mailto:slobcom@gtt.yu)

<http://www.sloboda.co.yu>

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 505

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Thursday, October 30, 2014 10:04 PM  
**To:** bjozwik@cenrex.pl  
**Subject:** 23 mm  
**Attach:** LOI for Poland.pdf

---

Dear Mr. Bogdan,

I trust you are doing well, we are looking for the supply of a list of Ammunition to be supplied for Libya,

Please see the file attached as our formal LOI, EUC will be issued from the Ministry of Defence in Tripoli, we are looking to see if you have any stock available in Poland to be shipped right away.

I am ready to fly out to Poland to Poland at any time to conclude this deal.

Thanking you in advance.

Best Regards

***Rami Ghanem***

***Gateway to MENA***

Complex 122, Building 16, Apartment 42

Al Rehab City, Cairo Egypt

Telephone# 00201127999552

Jordan Office

Tel: 962 6 5685624 Ext 104

Fax: 962 6 5685625 Mobile: 962 787 321 000

ramithe@gmail.com or rami@caravaname.com

US Telephone: 772 675-4363 Skype Address: caravaname

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Life is short.. So love your life.. Be happy.. And Keep smiling.. and

Before you speak »Listen

Before you write »Think



Before you spend »Earn  
Before you pray »Forgive  
Before you hurt »Feel  
Before you hate »Love  
Before you quit »Try  
Before you die »Live

That's Life...



Date: 30/10/2014

Messrs.,  
 Attention Mr. Jozvik Bogdan  
 Cenrex sp. z o.o.  
 Ul. Poligonowa 30  
 04-051 Warszawa  
 Poland  
 Telephon+48 22 332-72-00  
 Fax+48 22 332-72-22

**Subject: Purchase Ammunitions.**

### **L e t t e r o f I n t e n t**

Dear Mr. Jozvik Bogdan

We, the undersigned Rami Ghanem VP for business development,, address, Abdul Al-Rahim Al- Waked St. - Shmeisani. Bldg. No. 42. P.O. Box 830589.Amman-11183 Jordan tele +96265685624., and e-mail ) [info@gatewaymena.com](mailto:info@gatewaymena.com) on behalf of **Ministry of Defense of Republic of LIBYA**, with address in Tripoli – Libya. Hereby state that we are interested, able and capable to purchase the following items:


No.	Description	Caliber	QTY	Remarks
1	Ammunition HEI 23mm explosive 19.6g 23 mm	mm23	BOX3000	23×152 mm Belted

**4281 Express Lane. Suite L7503. Sarasota, Florida 34238**

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: altdaboubim@gmail.com





2	Ammunition 14.5 mm	mm 14.5	BOX3000	
3	Ammunition BKT mm 54x7.62	mm 7.62 54 x	BOX 3000	
4	<i>mortar rounds</i> mm 81	mm 81	4800 BOX	high-explosive
5	<i>mortar rounds</i> mm120	mm120	2500 BOX	high-explosive
6	106 <i>cannon shell</i>	mm106	2500 BOX	ANTI TANK
7	130 MM Rocket	mm130	5000PCS	
8	107 MM Rocket	mm 107	2500 BOX	
9	BELTS FOR ZU- 23MM	mm 23	M 500	
10	BELTS FOR ZU- 14.5MM	mm14.5	M 500	
11	GRAD 122 MM	mm122	1000 ROCKET	
12	12.7 Ammunition	mm12.7	BOX 3000	

4281 Express Lane. Suite L7503. Sarasota, Florida 34238

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: aldaboubim@gmail.com



- End User certificate will be signed and stamped by authorized ministry
- For the 23mm

OFZ	HEI	18	19	980	HEI fragmentation round with nose fuzes incorporating self-destruct mechanism.
-----	-----	----	----	-----	--

We remain with best regards,

Rami Ghanem

A handwritten signature in black ink, appearing to read "Rami Ghanem". Above the signature, the name "RAMI GHANEM" is printed in a small, blue, sans-serif font.



[info@Gatewaymena.com](mailto:info@Gatewaymena.com)

Mobile: +201127999552

4281 Express Lane, Suite L7503, Sarasota, Florida 34238

Mob.: +962 777 100 577 - +962 777 333 390 P.O Box 830589 Amman 11183 Email: aldaboubim@gmail.com

00099025

Ghanem\_00000241

Ghanem\_Sentencing\_00000038

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 506

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Sunday, November 2, 2014 1:27 PM  
**To:** Abdul Salam <fakrun1@gmail.com>  
**Subject:** FW: Ammunition ant team to fly Mi24  
**Attach:** RAMI\_Offer.xlsx

---

FYI

---

**From:** Nicolas Philippou [mailto:philippou@noricum.com.cy]  
**Sent:** Sunday, November 2, 2014 5:47 PM  
**To:** Rami Ghanem  
**Subject:** Re: Ammunition ant team to fly Mi24

See attachment -

At 05:50 PM 11/1/2014 +0200, you wrote:

Dear Nicolas,

Please see attached file for the two issues we had discussed,

Ammunitions

Teams for the Mi-24/35 helicopters.

Both are urgent and we are working directly with the Tripoli government; the National Salvation Government president Mr. Omar Hassi;

Make sure your supplier can do accept the Tripoli EUC.

You will have a deal in less than 4 days in case you can and prices are good.

Thanks & Regards

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 10655  
(20141101) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

No.	price	Description	Caliber	QTY	Remarks
1	24\$	Ammunition HEI 23mm explosive 19.6g mm23	23mm	3000BOX	23 x 152 mm Belted
2	208\$/1000	Ammunition mm14.5	14.5 mm	3000BOX	
3	215\$/1000	Ammunition mm BKT 7.62x54	7.62 mm 54 x	BOX 3000	
4	134\$	<i>mortar rounds</i> 81mm	81mm	4800 BOX	high-explosive
5	189\$	<i>mortar rounds</i> 120 mm	120 mm	2500 BOX	high-explosive
6		<i>cannon shell</i> 106	106 mm	2500 BOX	ANTI TANK
7	1932\$	MM Rocket 130	130 mm	5000PCS	
8	197\$	MM Rocket 107	107mm	2500 BOX	
9		BELTS FOR ZU-23MM	23mm	500 M	
10		BELTS FOR ZU-14.5MM	14.5 mm	500 M	
11	1049\$	GRAD 122 MM	122 mm	1000 ROCKET	
12	2.52	12.7 Ammunition	12.7 mm	3000 BOX	

- End User certificate will be signed and stamped by authorized ministry in Tripoli-Libya  
- For the 23mm

OFZ	HEI	HEI fragmentation round with nose fuzes incorporating self-destruct mechanism.
-----	-----	--

00097679

Ghanem\_00000241

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 507

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386



**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Monday, November 3, 2014 12:19 AM  
**To:** Baruchfr@gmail.com  
**Subject:** East Europe and CSI countries.docx  
**Attach:** East Europ and CSI countries.docx

---

Please see attached list required for Libya, we are dealing with Tripoli government and it's very hard now days duo to the mix up between the two sides of Libya. If you can find me a source from one of those countries not so much attached to UN matter such as Albania.

Thanks & regards

Can you check if you have a contact in the following countries:

Slovenia	Bulgaria	Georgia
Croatia	Romania	Armenia
Bosnia	Moldova	Azerbaijan
Montenegro	Ukraine	Turkmenistan
Albania	Poland	Uzbekistan
Macedonia	Belarus	Kazakhstan
Slovakia	Estonia	Tajikistan
Hungary	Lithuania	Kyrgyzstan
Serbia	Latvia	

The required items are as the list below:

Remarks	QTY	Caliber	Description	No.
23×152 mm Belted	3000BOX	23mm	Ammunition HEI 23mm explosive 19.6g mm23	1
	3000BOX	14.5 mm	Ammunition mm14.5	2
	BOX 3000	7.62 mm 54 x	Ammunition mm BKT 7.62x54	3
high-explosive	4800 BOX	81mm	<i>mortar rounds</i> 81mm	4
high-explosive	2500 BOX	120 mm	<i>mortar rounds</i> 120 mm	5

ANTI TANK	2500 BOX	106 mm	<i>cannon shell</i> 106	6
	5000PCS	130 mm	MM Rocket 130	7
	2500 BOX	107mm	MM Rocket 107	8
	500 M	23mm	BELTS FOR ZU-23MM	9
	500 M	14.5 mm	BELTS FOR ZU-14.5MM	10
	1000 ROCKET	122 mm	GRAD 122 MM	11
	3000 BOX	12.7 mm	12.7 Ammunition	12

- End User certificate will be signed and stamped by authorized ministry
- For the 23mm

OFZ	HEI	18	19	980	HEI fragmentation round with nose fuzes incorporating self-destruct mechanism.
-----	-----	----	----	-----	--

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

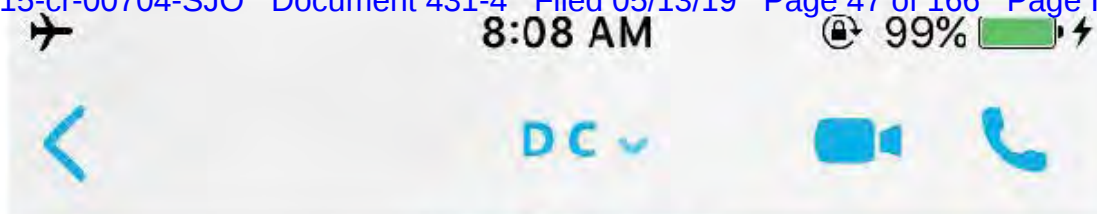
PLAINTIFF'S EXHIBIT 508

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386



07/01, 2:25 PM



just sent another offer

11/03, 1:30 AM

can you supply Libya....Tripoli  
EUC



Not sure if Libya EUC is even  
recognized

11/03, 6:50 AM

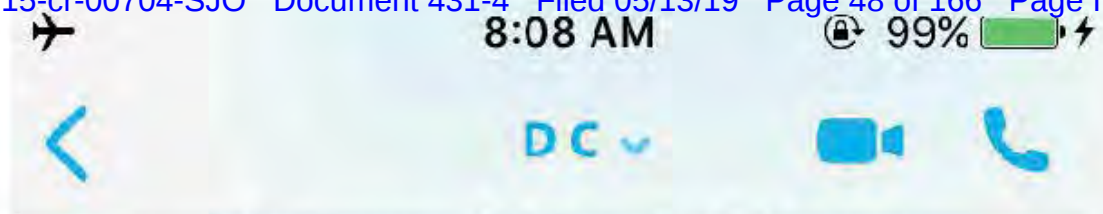
let me know

11/03, 7:54 AM

Maybe you can give me an

Type a message here





Not sure if Libya EUC is even recognized

11/03, 6:50 AM

let me know

11/03, 7:54 AM

Maybe you can give me an offer for the items I had sent by email using country Belize EUC and also to suport your work Tripoli EUC. What do you think?

11/03, 1:34 PM

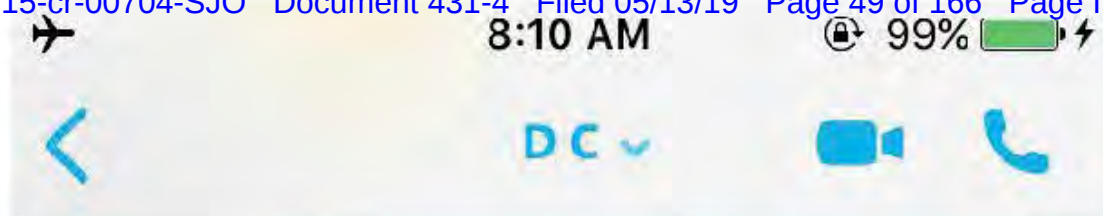


we can try

Type a message here







Ok maybe we can give him  
some Mi 2



<http://air-usa.com/>

They have about 50 of them



another buddy of mine I  
sold him the Albatross and  
MiGs

Man we need a real war

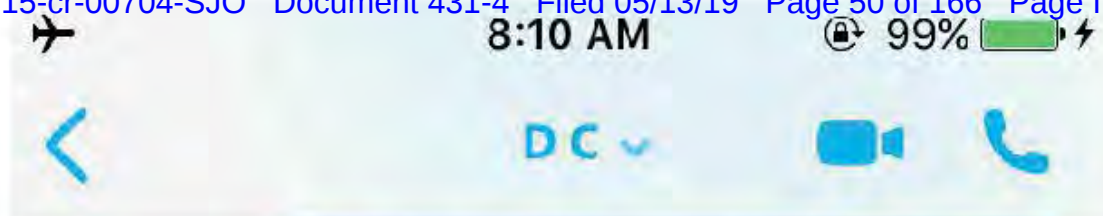
sucks

can you take Skype files

Start with me slowly and you  
will have so much business

Type a message here





Past is not in my dictionary



reason I need a war

to make money

real money

You have good price good  
delivery we buy

I am in a very larg  
arrangements



anyway I talk to these guys  
see what they say

With the Libyan



do you have a local BG

Type a message here



CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 509

DATE \_\_\_\_\_ IDEN.


DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Thursday, November 6, 2014 7:42 AM  
**To:** dc@templars.es  
**Subject:** Ammunition

No.	Description	Caliber	QTY	Remarks
1	Ammunition HEI 23mm explosive 19.6g mm23	23mm	3000BOX	23x152 mm Belted
2	Ammunition mm14.5	14.5mm	3000BOX	
3	Ammunition mm BKT 7.62x 54	7.62 mm 54 x	BOX 3000	
4	<i>mortar rounds</i> 81 mm	81mm	4800BOX	high-explosive
5	<i>mortar rounds</i> 120 mm	120 mm	2500 BOX	high-explosive
6	<i>cannon shell</i> 106	106 mm	2500 BOX	ANTI TANK
7	MM Rocket 130	130 mm	5000PCS	
8	MM Rocket 107	107mm	2500 BOX	
9	BELTS FOR ZU- 23MM	23mm	500M	
10	BELTS FOR ZU- 14.5MM	14.5 mm	500M	
11	GRAD 122 MM	122 mm	1000 ROCKET	

12	12.7 Ammunition	12.7 mm	3000BOX	
----	--------------------	---------	---------	--

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 510

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386



**From:** Tomer Dragon <tomerd@dragonacehk.com>  
**Sent:** Sunday, November 9, 2014 7:05 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Cc:** Nicolas Philippou <philippou@noricum.com.cy>  
**Subject:** Lybia  
**Attach:** Tomer -09112014- 1 Dragon.pdf; Tomer -09112014- 2 -.pdf; Tomer -09112014- 3.pdf; Tomer -09112014- 4.pdf; Tomer -09112014- 5.pdf; Tomer -09112014- 6.pdf; Tomer -09112014- 7.pdf; Tomer -09112014- 8.pdf; Tomer -09112014- 9.pdf; Tomer -09112014 -14.pdf; Tomer -09112014 -15.pdf; Tomer -09112014 -16.pdf; Tomer -09112014 -17.pdf; Tomer -09112014 -18.pdf; Tomer -09112014 -19.pdf; Tomer -09112014 -20.pdf; Tomer -09112014-10.pdf; Tomer -09112014-11.pdf; Tomer -09112014-12.pdf; Tomer -09112014-13.pdf

---



Hi Rami

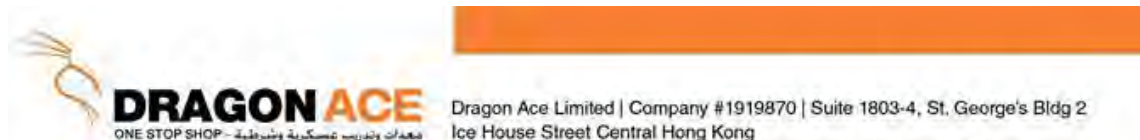
Please find the PI's

1. All items from stock
2. EUC required

Tomer Avnon  
President  
Dragon Ace Ltd.  
Tel: +852 5 801 4430  
[tomerd@dragonacehk.com](mailto:tomerd@dragonacehk.com)  
[www.DragonaceHK.com](http://www.DragonaceHK.com)  
Mobile: +972-544 88 27 88  
Skype: tomeravnon

00096526

Ghanem\_00000241



## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Ammunition 23mm	5,000,000	\$ 14.45	\$ 72,250,000
		TOTAL	\$ 72,250,000

### Terms:

All prices are EXW, Transportation isn't included

EUC: a sign EUC is require, all subject to export license

### Payment

30% - Down Payment with order

70% - by W/T after sign export license/ Inspection

### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.

**Account number:** 0624972921 (USD)

**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch

39 Robinson Road #06-01, Robinson Point

### Tomer Avnon

President

### Dragon Ace Ltd.

Suite 1803-4, St. George's Bldg2 Ice House StreetCentral Hong Kong

Tel: +852-5-801-4430/440

Dragon Ace Limited Company | #1919870 | Suite 1803-4, St. George's Bldg | 2 Ice House Street | Central Hong Kong

00096527

Ghanem\_00000241

Ghanem\_Sentencing\_00000056



Dragon Ace Limited | Company #1919870 | Suite 1803-4, St. George's Bldg 2  
Ice House Street Central Hong Kong

## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Ammunition- 14.5mm	5,000,000	\$ 4.40	\$ 22,000,000
		<b>TOTAL</b>	<b>\$ 22,000,000</b>

### Terms:

All prices are EXW, Transportation isn't included  
EUC: a sign EUC is require, all subject to export license

### Payment

30% - Down Payment with order  
70% - by W/T after sign export license/ Inspection

### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.  
**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
39 Robinson Road #06-01, Robinson Point

### Tomer Avnon

President

### Dragon Ace Ltd.

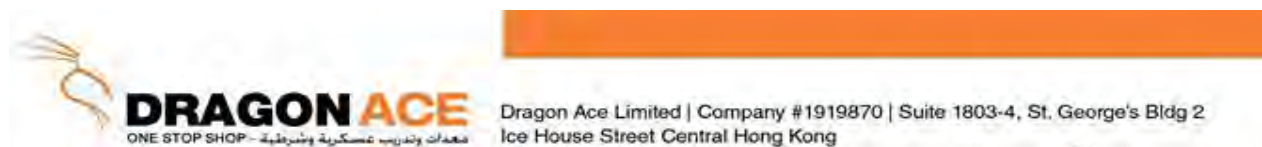
Suite 1803-4, St. George's Bldg2 Ice House StreetCentral Hong Kong  
Tel: +852-5-801-4430/440

Dragon Ace Limited Company | #1919870 | Suite 1803-4, St. George's Bldg | 2 Ice House Street | Central Hong Kong

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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Ammunition 7.62X54 bkt \$188/1000	5,000,000	\$ 0.188	\$ 940,000
		<b>TOTAL</b>	<b>\$ 940,000</b>

### Terms:

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### Payment

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70% - by W/T after sign export license/ Inspection

### BANK DETAILS:

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**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
39 Robinson Road #06-01, Robinson Point

### Tomer Avnon

President

### **Dragon Ace Ltd.**

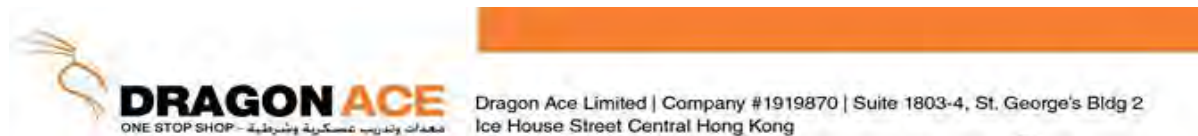
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Dragon Ace Limited Company | #1919870 | Suite 1803-4, St. George's Bldg | 2 Ice House Street | Central Hong Kong

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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Mortar Round 81mm	12,000	\$ 88	\$ 1,056,000
		<b>TOTAL</b>	<b>\$ 1,056,000</b>

### Terms:

All prices are EXW, Transportation isn't included  
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70% - by W/T after sign export license/ Inspection

### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.  
**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
39 Robinson Road #06-01, Robinson Point

### Tomer Avnon

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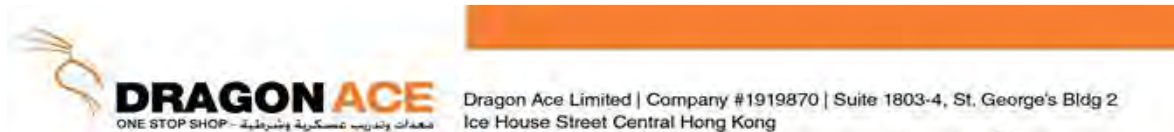
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Tel: +852-5-801-4430/440

Dragon Ace Limited Company | #1919870 | Suite 1803-4, St. George's Bldg | 2 Ice House Street | Central Hong Kong

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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Mortar Round 120mm	12,000	\$ 188	\$ 2,256,000
		<b>TOTAL</b>	<b>\$ 2,256,000</b>

### Terms:

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**Account number:** 0624972921 (USD)  
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### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
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Dragon Ace Limited | Company #1919870 | Suite 1803-4, St. George's Bldg 2  
Ice House Street Central Hong Kong

## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
105mm HE - 106mm round	15,000	\$ 1,188	\$ 17,820,000
		<b>TOTAL</b>	<b>\$ 17,820,000</b>

### Terms:

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### BANK DETAILS:

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**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
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Dragon Ace Limited | Company #1919870 | Suite 1803-4, St. George's Bldg 2  
Ice House Street Central Hong Kong

## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Rocket 107mm	10,000	\$ 446	\$ 4,460,000
		<b>TOTAL</b>	<b>\$ 4,460,000</b>

### Terms:

All prices are EXW, Transportation isn't included  
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### Payment

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### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.

**Account number:** 0624972921 (USD)

**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
39 Robinson Road #06-01, Robinson Point

### Tomer Avnon

President

### Dragon Ace Ltd.

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Tel: +852-5-801-4430/440



## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Grad 122 mm	10,000	\$ 965	\$ 9,650,000
		<b>TOTAL</b>	<b>\$ 9,650,000</b>

### Terms:

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**Account Name:** Dragon Ace Ltd.  
**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
39 Robinson Road #06-01, Robinson Point

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### **Dragon Ace Ltd.**

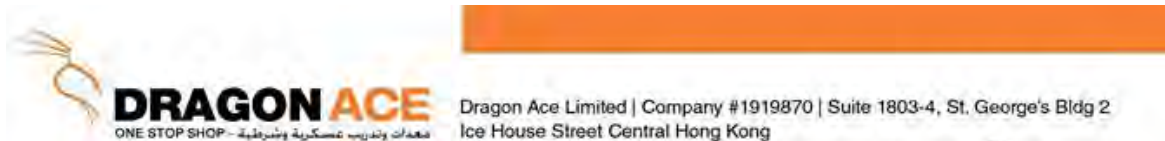
Suite 1803-4, St. George's Bldg2 Ice House StreetCentral Hong Kong  
Tel: +852-5-801-4430/440

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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Ammunition- 12.7 mm	3,000,000	\$ 4.35	\$ 13,050,000
		<b>TOTAL</b>	<b>\$ 13,050,000</b>

### Terms:

All prices are EXW, Transportation isn't included  
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### Payment

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### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.  
**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
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President

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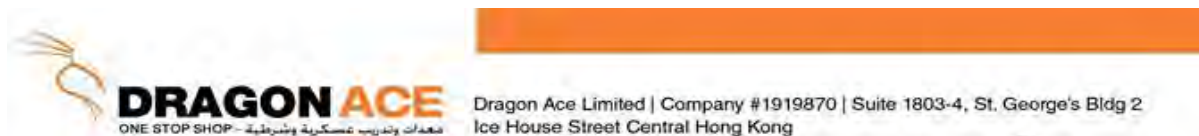
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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	QTY	Unit Price	Total
57mm Rocket 100 S-SKP	1,000	\$ 598	\$ 598,000
		<b>TOTAL</b>	<b>\$ 598,000</b>

### Terms:

All prices are EXW, Transportation isn't included  
EUC: a sign EUC is require, all subject to export license

### Payment

30% - Down Payment with order  
70% - by W/T after sign export license/ Inspection

### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.  
**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
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President

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To: Gateway to Egypt

Date: 09/11/14

Complex 122, Building 16, Apartment 42

Quotation res :09112014

Al Rehab City, Cairo Egypt

Telephone# 00201127999552

PART DESCRIPTION	Qty	Unit Price	Total
57mm Rocket 100 S-SKU	1,000	\$ 550.00	\$ 550,000
		<b>TOTAL</b>	<b>\$ 550,000</b>

**Terms:**

All prices are EXW, Transportation isn't included

EUC: a sign EUC is require, all subject to export license

**Payment**

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70% - by W/T after sign export license/ Inspection

**BANK DETAILS:****Account Name:** Dragon Ace Ltd.**Account number:** 0624972921 (USD)**SWIFT (BIC):** BNINSGSG**BANK DETAILS:**

Bank Negara Indonesia (BNI) Singapore Branch

39 Robinson Road #06-01, Robinson Point

**Tomer Avnon**

President

**Dragon Ace Ltd.**

Suite 1803-4, St. George's Bldg2 Ice House StreetCentral Hong Kong

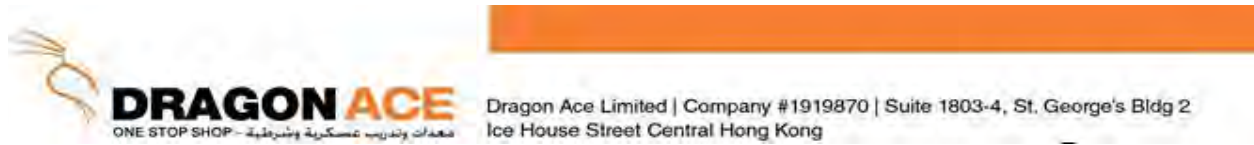
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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	QTY	Unit Price	Total
80MM S-8 KOM	1,000	\$ 1,680	\$ 1,680,000
		<b>TOTAL</b>	<b>\$ 1,680,000</b>

### Terms:

All prices are EXW, Transportation isn't included  
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30% - Down Payment with order  
70% - by W/T after sign export license/ Inspection

### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.  
**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
39 Robinson Road #06-01, Robinson Point

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### **Dragon Ace Ltd.**

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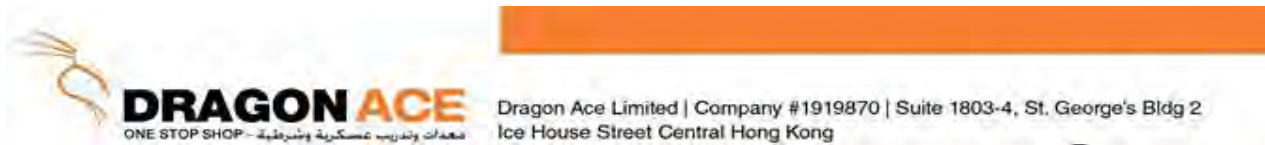
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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

Part Description	QTY	Unit Price	Total
30mm Granade Launcher	16	\$ 18,950	\$ 303,200
		<b>TOTAL</b>	<b>\$ 303,200</b>

### Terms:

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### BANK DETAILS:

**Account Name:** Dragon Ace Ltd.  
**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

### BANK DETAILS:

Bank Negara Indonesia (BNI) Singapore Branch  
39 Robinson Road #06-01, Robinson Point

### Tomer Avnon

President

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To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	QTY	Unit Price	Total
AK47	20,000	\$ 288	\$ 5,760,000
		<b>TOTAL</b>	<b>\$ 5,760,000</b>

All prices are EXW, Transportation isn't included  
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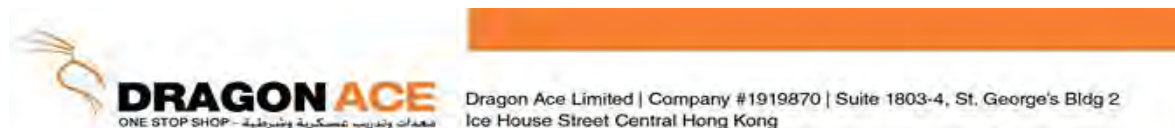
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**Account number:** 0624972921 (USD)  
**SWIFT (BIC):** BNINSGSG

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President  
**Dragon Ace Ltd.**  
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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Ammunition 7.62X39	20,000,000	\$ 0.142	\$ 2,840,000
		<b>TOTAL</b>	<b>\$ 2,840,000</b>

### Terms:

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Ice House Street Central Hong Kong

### PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
40X40 launcher, 122mm rocket, vehicle base	6	\$ 155,000	\$ 930,000
		<b>TOTAL</b>	<b>\$ 930,000</b>

### Terms:

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## PROFORMA

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	Qty	Unit Price	Total
Konkurs Anti Tank Launcher	150	\$ 45,000.00	\$ 6,750,000
		<b>TOTAL</b>	<b>\$ 6,750,000</b>

### Terms:

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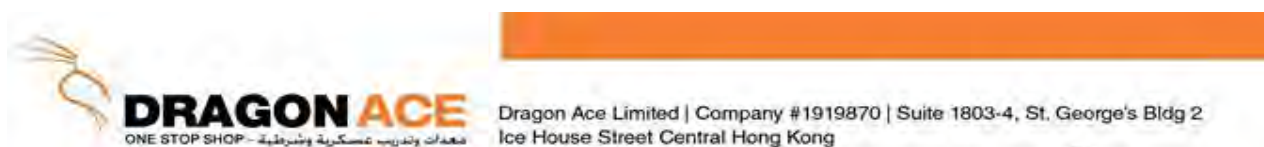
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## PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	QTY	Unit Price	Total
Konkurs Anti Tank Missiles 9m111m	1,500	\$ 15,800	\$ 23,700,000
		<b>TOTAL</b>	<b>\$ 23,700,000</b>

### Terms:

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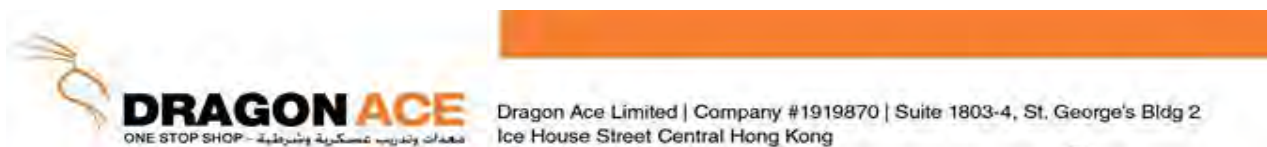
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**PROFORMA INVOICE**

To: Gateway to Egypt  
 Complex 122, Building 16, Apartment 42  
 Al Rehab City, Cairo Egypt  
 Telephone# 00201127999552

Date: 09/11/14  
 Quotation res :09112014

PART DESCRIPTION	QTY	Unit Price	Total
Konkurs Anti Tank Missiles 9m113	1,500	\$ 21,600.00	\$ 32,400,000
		<b>TOTAL</b>	<b>\$ 32,400,000</b>

**Terms:**

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**BANK DETAILS:**

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**Tomer Avnon**

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Ghanem\_Sentencing\_00000080



Dragon Ace Limited | Company #1919870 | Suite 1803-4, St. George's Bldg 2  
Ice House Street Central Hong Kong

### PROFORMA INVOICE

To: Gateway to Egypt  
Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552

Date: 09/11/14  
Quotation res :09112014

PART DESCRIPTION	QTY	Unit Price	Total
57mm Rocket 100 S-SKO	1,000	\$ 550.00	\$ 550,000
		<b>TOTAL</b>	<b>\$ 550,000</b>

### Terms:

All prices are EXW, Transportation isn't included  
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### Payment

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### BANK DETAILS:

Bank Leumi Le-Israel B.M  
Herzliya Business Branch – No. 864  
Adress: 11, Galgalei Haplada St. Herzliya Pituah  
Iban: IL73 0108 6400 0003 4420 051  
Account Name: TAR IDEAL CONCEPTS LTD  
Swift Code: LUMIILITXXX

### Tomer Avnon

President

### Dragon Ace Ltd.

Suite 1803-4, St. George's Bldg2 Ice House StreetCentral Hong Kong  
Tel: +852-5-801-4430/440

Dragon Ace Limited Company | #1919870 | Suite 1803-4, St. George's Bldg | 2 Ice House Street | Central Hong Ko

00096552

Ghanem\_00000241

Ghanem\_Sentencing\_00000081

00096553

Ghanem\_00000241

Ghanem\_Sentencing\_00000082

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 511

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Monday, November 17, 2014 3:38 AM  
**To:** Arizanovic Momcilo <arizanovic.momcilo@gmail.com>  
**Subject:** RE: offer

---

Thank you boss, but Ivan indeed is a very good man I like him so much but he was very clear that he can't supply to Libya..... what to do I don't know

Regards

**From:** Arizanovic Momcilo [mailto:arizanovic.momcilo@gmail.com]  
**Sent:** Monday, November 17, 2014 12:24 PM  
**To:** Rami Ghanem  
**Subject:** Fwd: offer

----- Прослеђена порука -----  
Од: "ivan bodev" <bodev\_e@abv.bg>  
Датум: 17.11.2014. 09.22  
Наслов: offer  
Коме: <arizanovic.momcilo@gmail.com>  
Копија:

Dear Momo,

We can offer following ammunition:

1. 7,62x39 bullets - 47 mil.pcs produced between 1965-1975 price 85 USD/1000 pcs FCA Bulgaria
2. 12,7x108 bullets - 600000 pcs produced 1955 price 1,5 USD/pcs FCA Bulgaria

Best regards

Ivan Bodev

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 512

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Wednesday, November 19, 2014 10:45 AM  
**To:** Mohd <aldaboubim@gmail.com>  
**Subject:** FW: FW: LIBYA: How Misrata found itself seriously back in play  
**Attach:** IMG\_20141119\_201449.JPG; IMG\_20141119\_201358.JPG;  
IMG\_20141118\_180805.JPG

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**From:** Mohmd hassan [mailto:ben17feb@hotmail.com]  
**Sent:** Wednesday, November 19, 2014 8:18 PM  
**To:** Rami Ghanem  
**Subject:** رد: FW: LIBYA: How Misrata found itself seriously back in play

الذكي الخاص بي Sony Xperia™ مرسل من هاتف



التاريخ / Date  
الموافق /  
رقم الإشارة / Ref. Number

  
Ministry of Defense


رئاسة مجلس الوزراء  
وزارة الدفاع  
بيروت السورية

11	GRAD 122 MM	10,000
12	Ammunition 12.7	3,000,000
13	Anti-tank Konkurs launcher 9p135m-m1	150
14	Missiles Anti-tank Konkurs launcher 9p135m-m1	1500
15	Laser range finder	200
16	Sniper for 2000 m	100
17	Rocket launchers for MI-24	16
18	AT-2swatter	2500
19	AT-6 spiral missiles	2500
20	57 mm Rocket	1000
21	80 mm Rocket	1000
22	130 mm Rocket	1000
23	240 mm Rocket	1000
24	AGS-17	16
	30 mm Grenade launchers	

**4. Description of final use (purpose):**  
The goods will be used by the Government of Libya, under the supervision of the Ministry of Defense of to keep security in the country

**5. Name, address, telephone and fax numbers, and e-mail address of the supplier:**  
Gateway to MENA for Logistics Services, represented by Mr. Rami Ghanem having their address in Behind ABC Bank. Al-Shmeisani, Abdul Al-Rahim Al- Waked St. - Shmeisani, Bldg. No. 42, P.O. Box 830589. Amman-11183 Jordan. Telephone +201127999552, +962795569299. E-mail address: [ramithe@gmail.com](mailto:ramithe@gmail.com)

Supplier have power of attorney from the buyer to authorise local companies mentioned in the list below to sign all related documents to help in obtaining the required export licences.




www.defense.gov.l

00095577

Ghanem\_00000241

Ghanem\_Sentencing\_00000087

التاريخ / Date  
 2014 / 11 / 18  
 رقم الوثيقة / Ref. Number  
 8628-57


  
 Ministry of Defense

وزارة الدفاع  
 الجمهورية الليبية

18 / 11 / 2014

### End User Certificate

1. Country of ultimate destination		LIBYAN STATE
2. Name, address, telephone and fax numbers, e-mail address of the End User		Ministry of Defense of Republic of LIBYA Tripoli - Libya
3. Description of goods, quantity, description		
No	(Description of Goods)	(Quantity) pes
1	Ammunition 23 mm	5,000,000
2	Ammunition 14.5 mm	5,000,000
3	Ammunition 54x7.62BKT mm	5,000,000
4	Mortar rounds 81 mm	12,000
5	Mortar round 120mm	12,000
6	Cannon shell 106 mm	15,000
7	Rocket 130 mm	10000
8	Rocket 107 mm	10000
9	Belts for ZU-23mm	500 m
10	Belts for ZU-14.5	500 m



[www.defense.gov.ly](http://www.defense.gov.ly)


00095578

Ghanem\_00000241

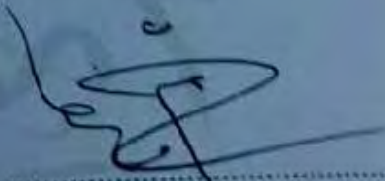
Ghanem\_Sentencing\_00000088




التاريخ  
 Date  
 رقم الأمانة  
 Ref. Number


  
 وزارة الدفاع  
 ديوان الوزارة  
 Ministry of Defense

**Statement of the end-user.**  
 We certify that we are the end-user and importer of the goods/technologies referred to in item 3. Except as authorized by prior written approval of the export control authority of the following Governments: Montenegro, Hungary, Ukraine, Poland, Belarus, Serbia, Bosnia, Slovenia, Croatia, Slovakia, Romania, Estonia we undertake not to: (1) re-export, (2) sell, (3) lend to any other person or otherwise dispose of the goods/technologies referred to in this document outside the country of end user. This refers also to spare parts, specialist tools, documentation, technical support and operating manuals necessary for the after-sales support.  
 A relevant Delivery Verification Certificate will be present to the Supplier for each individual shipment, within 30 days from the date of its receipt.

  
 Name and position of the signer

  
 Stamp/ Date

دولة ليبيا : وزارة الخارجية والتعاون الدولي  
 إدارة الشؤون القنصلية - قسم التأشيرات  
 تاريخ إصدار: 2014/11/18  
 رقم: 157  
 وزارة الدفاع  
 الترخيص: 111  
 دون تحمل مسؤولية مما يثبت لاحقاً



www.defense.gov.ly

00095579

Ghanem\_00000241

Ghanem\_Sentencing\_00000089

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 513

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Thursday, November 20, 2014 1:08 AM  
**To:** Mohmd hassan <ben17feb@hotmail.com>  
**Subject:** FW: re. Supply - Libya  
**Attach:** Contract\_draft\_bg-engl\_Libya\_Rev-1 (2).docx

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**From:** Rami N Ghanem [mailto:rami@allghanem.com]  
**Sent:** Thursday, November 20, 2014 11:00 AM  
**To:** 'Mohmd hassan'  
**Subject:** FW: re. Supply - Libya

The contract to be signed and stamped by MOD

Thanks

***Rami Ghanem***

***Gateway to Egypt. (GTE)***

Complex 122, Building 16, Apartment 42  
Al Rehab City, Cairo Egypt  
Telephone# 00201127999552  
Jordan Office

Tel: 962 6 5685624

Fax: 962 6 5685625

ramithe@gmail.com or rami@caravaname.com

US Telephone: 772 675-4363 Skype Address: caravaname

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Life is short.. So love your life.. Be happy.. And Keep smiling.. and

Before you speak »Listen  
Before you write »Think  
Before you spend »Earn  
Before you pray »Forgive

Before you hurt »Feel  
Before you hate »Love  
Before you quit »Try  
Before you die »Live

That's Life...

**From:** Stoyan Barzakov  
**Sent:** Tuesday, November 11, 2014 2:53 PM  
**To:** Rami N Ghanem  
**Subject:** re. contract on the enduser

Dear Rami,

without the Contract to be signed by the MOD which I sent you we can not proceed - any day delay, delays the first shipment?

Can you kindly ask the guys when we can get this?

kind regards,



<p align="center"><b>ДОГОВОР за Експорт на Стоки</b></p>	<p align="center"><b>Export Sales CONTRACT</b></p>
<p align="center"><b>гр. Триполи                      29.10. 2014</b></p>	<p align="center"><b>City of Tripoli                      Dated: October 29, 2014</b></p>
<p>Компания Хан Аспарух Трейд ЕООД, с представителен офис в гр. Добрич, ул. „Цанко Церковски“, 3, в Република България, наричана по-долу „Продавач“, представлявана от г-н Йордан Петков Петков от една страна,</p>	<p>The Company Khan Asparuh Trade EOOD, with office of representation in the city of Dobrich, 3, Tzanko Tzerkovski str., in the Republic of Bulgaria, hereinafter referred to as the “Seller”, represented by Mr. Yordan Petkov Petkov, on the one side,</p>
<p>и</p>	<p>and</p>
<p>Министерство на Отбраната на Република Либия, представлявано от Мохамът М.кхалиф Гхвел, Първи Зместник Министър-Председател и Действащ Министър на Отбраната, от друга страна, заедно страни, подписаха настоящия договор за следното:</p>	<p>Ministry of Defense of the State of Libya, hereinafter referred to as the “Buyer” represented by Mohammed M.khalifh Ghwel, First Deputy Prime Minister and acting Minister of Defense, on the other side, hereinafter referred to as Parties, have concluded the present Contract for the following:</p>
<p align="center"><b>1. ПРЕДМЕТ НА ДОГОВОРА</b></p>	<p align="center"><b>1. SUBJECT OF THE CONTRACT</b></p>
<p>1.1. Продавача продава, а Купувача приема и заплаща обектите на доставка (наричана по-нататък „Стока/Стоките“), при цена и в количество и номенклатура, определени в Приложение № 1 към настоящия Договор.</p>	<p>1.1. The Seller shall sell and the Buyer shall accept and pay for the items, (hereinafter referred to as “Goods”), at prices and according to nomenclature and quantity, as detailedly stipulated in Annex # 1 to the this Contract.</p>
<p align="center"><b>2. КОЛИЧЕСТВО, КАЧЕСТВО НА СТОКИТЕ</b></p>	<p align="center"><b>2. QUANTITY, QUALITY OF THE GOODS</b></p>
<p>2.1. Количеството на Стоките и тяхната номенклатура се определят в Приложение № 1 към настоящия Договор.</p> <p>2.2. Качеството на стоките трябва да съответства на изискванията на техническа документация на завода-производител.</p> <p>2.3. Гаранционният срок за експлоатация на оборудването е 12 месеца от датата на доставката.</p>	<p>2.1. Quantity and nomenclature of the Goods shall be determined in Annex # 1 to the present Contract.</p> <p>2.2. Quality of the Goods shall meet the requirements of manufacturer’s technical documentation.</p> <p>2.3. Warranty assurance for equipment within 12 months from the delivery date.</p>
<p align="center"><b>3. УСЛОВИЯ НА ДОСТАВКА</b></p>	<p align="center"><b>3. TERMS OF DELIVERY</b></p>
<p>3.1. Стоките се доставят при условия FCA/FOB, съгласно ИНКОТЕРМС 2010.</p> <p>3.2. Стоките се доставят по изрично определен от страните график, който става неразделна част от настоящия договор. Първата доставка става в срок от 15 дни от след влизане на договора в сила и получаване на плащане съгласно п. 5. 2.</p> <p>3.3. Допуска се предсрочна доставка, по съгласуване между страните.</p>	<p>3.1. The Goods shall be delivered on terms FCA/FOB basis according to "INCOTERMS-2010".</p> <p>3.2. The Goods shall be delivered based on a delivery schedule expressly agreed between the Parties which shall become a part of this Contract. First delivery shall be within 15 days after date of effectiveness of this Contract and receipt of the payment, stipulated in cl. 5. 2.</p> <p>3.3. Pre-term delivery is allowed upon agreement of the Parties.</p>



3.4. За дата на доставката ще се счита датата на натоварване.

3.5. Не по-късно от 15 дни преди датата на товарене продавача ще информира Продавача за следното:

- тип на транспорта и данни за превозвача;
- дата и време тръгване на транспорта.

3.6. Стоките ще бъдат изпратени на Купувача след получаване на 100 % плащане за стоките, доставяни по всяка конкретна доставка по настоящия договор.

#### **4. ЦЕНА И ОБЩА СУМА НА ДОГОВОРА**

4.1. Цената на Стоките определена в Приложение № 1 и включва стойността на Стоките, опаковка, маркировка, митническо оформяне съгласно условията FCA/FOB в съответствие с условия ИНКОТЕРМС 2000.

4.2. Цената на отделните Стоки по Договора се определят съгласно индивидуалните цени, посочени в Приложение № 1 към него, а общата цена по договора представлява аритметичния сбор на всички стоки, умножени по индивидуалните им цени.

4.3. Валута на договора – американски долари.

#### **5. УСЛОВИЯ НА ПЛАЩАНЕ**

5.1. Плащанията на Стоките доставяни по настоящия Договор ще се извършват в американски долари.

5.2. В рамките на 10 дни от датата на влизане в сила на настоящия Договор, Купувача заплаща 50 % от общата стойност на „Стоките”.

5.3. Плащане съгласно п. 5. 2. Ще се извърши след предоставяне на Купувача на следните документи:

- фактура, написана от Продавача на английски език, в която е посочен номера на договора и сумата, която трябва да бъде платена на Продавача;
- писмено уведомление за влизане на Договора в сила.

5.4. В течение на 10 дни след подписване на Акта за техническа инспекция, Купувача заплаща оставащите 50 % от общата стойност на Стоките за всяка конкретна доставка чрез банков превод по сметката на Продавача срещу следните документи:

- фактура, написана от Продавача на английски език, в която е посочен номера на договора и сумата, която трябва да бъде платена;

3.4. The date of loading will be considered as a date of delivery.

3.5. Not later than 15 days prior to shipment, Buyer shall inform the Seller about:

- type of transport and Carrier data;
- date and time of the transport departure.

3.6. The Goods will be delivered to the Buyer after receiving of 100 % payment for the Goods for each particular delivery under this Contract.

#### **4. PRICE AND TOTAL SUM OF THE CONTRACT**

4.1. The price of the Goods is stipulated in Annex # 1 and includes the cost of Goods, packing, marking, custom clearance on conditions FCA/FOB according to INCOTERMS 2000.

4.2. The individual prices of each specific item of Goods under this Contract is as shown in Annex # 1 to this Contract, and the total price of the Contract shall be the arithmetical sum of all Goods to be delivered multiplied by their individual prices.

4.3. Currency of the contract – US dollars.

#### **5. TERMS OF PAYMENT**

5.1. Payments for the Goods, which are delivered under present Contract, shall be made in US dollars.

5.2. Within 10 days after the date when the present contract comes into force, the Buyer shall pay 50 % of the total amount of the “Goods”.

5.3. Payment according to the paragraph 5. 2. shall be done after provision to the Buyer the following documents:

- invoice, written by Seller in English with indication of number of the contract and sum to be paid by Seller;

- written notification that Contract has come into force.

5.4. Within 10 days after signing the inspection certificate, the Buyer shall pay 50 % of the total amount of the “Goods” for each particular delivery by TT (telegraphic transfer) to the Seller’s account against the following documents:

- invoice, written by Seller in English with indication of number of the contract and sum to be paid;
- Inspection certificate (1 original).

- акт за техническа инспекция (1 оригинал).

5.5. Всички банкови разходи на територията на Продавача ще се заплащат от Продавача, на територията на Купувача – от Купувача. Разходите за кореспондентските банки се заплащат от Продавача.

## **6. УСЛОВИЯ ЗА ИНСПЕКЦИЯ**

6.1. Купувача извършва инспекция на Стоките по качество и количество на територията на Продавача, с последващо изготвяне на Акт за инспекция.

6.2. Актът за инспекция се подписва в 4 екземпляра (2 - за Продавача и 2 - за Купувача).

6.3. Не по-късно от 15 дни преди датата на инспекцията Продавача оповестява купувача за готовността на Стоките за инспекция.

6.4. Не по-късно от 15 дни преди датата цитирана в п. 6. 3 Купувачът известява Продавача за персоналните данни и датата на пристигане на своите представители.

Купувачът ще започне инспекцията на Стоките не по-късно от датата указана в съобщението по п. 6. 3.

Представителите на Купувача трябва да имат официални документи, потвърждаващи правото им да подпишат Акта за инспекция.

6.5. Всички разходи свързани с пристигането и пребиваването на представителите на Купувача на територията на Продавача са за сметка на Купувача.

## **7. ОПАКОВКА И МАРКИРОВКА**

7.1. Опаковката на Стоките, доставяни по настоящия Договор, трябва да съответства на изискванията на техническата документация на завода-производител, за тези Стоки.

## **8. ФОРС-МАЖОР**

8.1. Страните се освобождават от отговорност за пълно или частично неизпълнение по настоящия договор, ако това неизпълнение е следствие на обстоятелства на непреодолима сила, включително но не само: пожар, наводнение, земетресение, военни действия, стачки, а също държавни и правителствени разпореждания и т. н., при условие че дадените обстоятелства непосредствено са повлияли на изпълнението на настоящия договор. В този случай срока на договора се удължи с времето

5.5. All banking charges on the territory of the Seller shall be borne by the Seller, on the territory of the Buyer – by the Buyer. The charges of the correspondent banks shall be borne by the Seller.

## **6. THE CONDITIONS OF INSPECTION**

6.1. The Buyer shall make the inspection of the Goods in respect to quality at the Seller's facilities with drawing up the inspection certificate.

6.2. The inspection certificate shall be signed in 4 copies (2 - for the Seller and 2 - for the Buyer).

6.3. The Seller shall notify the Buyer about readiness of the Goods for inspection not less than 15 days prior to the date of the inspection.

6.4. The Buyer shall notify the Seller about personal details and date of arrival of its Representatives not less than 10 days prior to the date indicated in clause 6. 3.

The Buyer shall start the inspection of the Goods not later than on the date indicated in the notification according to Para. 6. 3.

The Buyer's Representatives shall have formal documents confirming their right to sign the Certificate.

6.5. The Buyer shall bear all the expenses connected with arrival and stay of the Buyer's Representatives with regard to the inspection.

## **7. PACKING AND MARKING**

7.1. The packing of the Goods delivered under the present Contract shall meet the requirements of manufacturer's technical documentation for this type of Goods.

## **8. FORCE MAJEURE**

8.1. The Parties are released from responsibility for complete or partial nonfulfilment of their liabilities under the Contract if this non-fulfilment was caused by circumstances of force majeure including but not limited to: fire, flood, earthquake, military actions, strikes as well as State and Governmental orders and so on, provided these circumstances have directly affected the fulfilment of the present Contract. In this case the time of fulfilment will be extended for the period equal to that during which these



на действия на тези обстоятелства.

Свидетелство, издадено от съответните органи на местната власт е достатъчно за потвърждаване на посочените обстоятелства и сроковете на действието им.

8.2. Станата, която не може да изпълни своите задължения поради тези обстоятелства е длъжна да съобщи на другата страна не по-късно от 7 дни, в писмена форма. Ненавременното съобщаване за обстоятелства за непреодолима сила лишава съответната страна от правото да се позовава на тях за оправдание.

8.3. Ако посочените обстоятелства продължат повече от три месеца, всяка от страните има право да анулира целия договор или част от него, без право да претендира за компенсиране на понесените (причинените) загуби.

### 9. САНКЦИИ

9.1. В случай на нарушение сроковете за плащане, определени Раздел 5 от настоящия договор, Купувачът заплаща неустойка в размер от 0,05 % от сумата на съответното плащане, за всеки ден просрочие, но не-повече от 5 % от общата стойност на договора.

9.2. В случай на нарушение на сроковете на доставка, съгласно п. 3. 2. от настоящия договор по вина на Продавача то той заплаща неустойка, в размер на 0,05% от стойността на Стоките, за Товара, за всеки ден просрочие, но не-повече от 5% от общата стойност на Стоките.

9.3 заплащането на наказателните санкции не освобождава страните от изпълнение на своите договорни задължения.

### 10. РЕКЛАМАЦИИ

10.1. В случаите, когато в течение на гарантийния срок възникне неисправност по вина на Продавача, той е длъжен да я отстрани за своя сметка. Задълженията на Продавача се ограничават до ремонт или еквивалентна замяна, по избор и съгласуване с Купувача, на дефектните възли, агрегати или детайли, по отношение на които се докаже, че дефекта е възникнал по вина на Продавача. При това на възстановеното изделие се назначава остатъка от първоначалния срок на гаранцията.

10.2. Рекламации могат да бъдат предявявани по отношение на качество и количество на Стоките, в случай че не съответстват на

circumstances last.

The evidence issued by the relevant local authorities will be a sufficient proof of the existence and duration of the above indicated circumstances.

8.2. The Party that cannot fulfil its liabilities due to these circumstances is to notify in written form the other Party within 7 days. An untimely notification of force majeure circumstances deprives the corresponding Party of the right to refer to them for justification.

8.3. If the above-mentioned circumstances last longer than three months, then either Party is entitled to cancel the whole Contract or a part of it without the right to demand for compensation of suffered (caused) losses.

### 9. SANCTIONS

9.1. In case of breaking the terms of payment stipulated in Article 5 of the present Contract, BUYER shall pay the penalty being equal 0,05 % of the sum of the relevant payment for each day of delay, but not more than 5 % of the total amount.

9.2. In case of breaking the term of delivery stipulated in Article 3. 2 of the present Contract through Seller's fault, Seller shall pay the penalty being equal 0,05 % of the price for the proper event for each day of delay, but not more than 5% of the total sum of Goods.

9.3. Payment of penalty does not make Parties free from execution of the Contract's obligations.

### 10. CLAIMS

10.1. Shall during the guarantee period any defect appear through the Seller's fault the Seller undertakes to eliminate it at his expense. The obligations of the Seller in this case shall be restricted to repairing or adequate replacement of the defected components, aggregates and assemblies in respect of which the evidence of Seller's fault is to be presented, at the Buyer's expense and agreement. The repaired components shall obtain the remaining of primary assigned time life.

10.2. Claims may be submitted in respect of quality and quantity, in case of its non-correspondence to the quality and quantity under



качеството и количеството, определени от настоящият договор.

10.3. Рекламации по отношение на качеството могат да бъдат предявявани по време на гаранционния срок, предвиден в точка 2.3 от настоящия договор. Купувачът е длъжен да изпрати рекламацията с всичката необходима информация не по-късно от 4 (четири) дни от датата на откриване на дефекта, и при поискване от Продавача да изпрати до 25 (двадесет и пет) дни рекламираното имущество за проверка в страната на Продавача.

Рекламации по отношение на количеството могат да бъдат предявявани до 30 дни от датата на доставка.

10.4. Рекламациите се изготвят на български и/или на английски езици и трябва да се изпратят чрез официална поща, факс или имейл. Дата на предявяване на рекламацията се счита датата на получаването и от Продавача. Продавача има право да провери основанието за рекламация на място, чрез свой представител. Продавача ще разгледа рекламацията в рамките на 60 дни.

10.5. В случай на изтичани на горесцитираните дати или в случай на нарушаване от Купувача на сроковете посочени в точка 10.3, Продавача няма да приеме рекламациите. Ако, след преглед, дефектното изделие е годно за употреба, Купувача ще покрие транспортните разходи до страната на Продавача и обратно. В случай, че след прегледа на дефектното изделие се установи, че то е неизправно по вина на Продавача. Продаваче ще покрие транспортните разходи до страната на Продавача и обратно.

## 11. АРБИТРАЖ

11.1. Всички спорове между Страните, които са възникнали при изпълнение на настоящият Договор и/или във връзка с него, ще се решават по пътя на преговори.

11.2. В случай, че Страните не постигнат съгласие при решаване на въпроса, причина за възникване на разногласие, то след писмена констатация, разногласието се предават в Арбитражния съд към Българската търговско-промишлена палата в Гр. София, България, при прилагане на неговите правила. Арбитражът се провежда на Английски език при приложимост на Българското право.

the present contract.

10.3. Claims in respect of quality may be submitted within the guarantee period stipulated in clause 2.3. of the present contract. The Buyer undertakes to send reclamation with all necessary information not later than 4 (four) days from the date of detection of the defects and to send upon the Seller's request the defective goods to the country of the Seller for inspection within 25 days (twenty five) days.

Claims in respect of quantity may be submitted within 30 days from the date of delivery

10.4. Claims are prepared by Bulgarian and/or English and have to be submitted by registered mail, fax or e-mail. The date of the claim shall be considered the date upon which it is received by the Seller.

The Seller has the right to check up the basis of the claim on the spot through his representative. The Seller shall examine the claim within 60 days.

10.5. After the expiration of the above stated dates or in case of violation by the Buyer of the terms stipulated in clause 10.3., no claims shall be accepted by the Seller. Shall the defective item after the inspection be found fit for service, the Buyer covers transportation expenses of the item to the Seller's country and back. Should the defective item after the inspection be found defective due to Seller's fault, the Seller covers all the expenses related to shipping the item to the Seller's country and back.

## 11. ARBITRATION

11.1. Any disputes between the Parties arising from the present Contract and/or in connection with it shall be settled through negotiations between the parties.

11.2. In case if the Parties do not reach an agreement in settling an issue causing the dispute, after the written establishment, the differences will be forwarded to the Arbitration Court part of the International Chamber of Commerce in Sofia Bulgaria under its conditions and terms of arbitration. Arbitration shall be in English language and under Bulgarian law.



11.3. Решениято арбитража е окончателно и задължително за двете Страни.

11.4. Разходите по арбитража са за сметка на загубилата страна.

## 12. ДРУГИ УСЛОВИЯ

12.1. настоящият договор влиза в сила от датата на получаване на съответните разрешения от Държавната комисия за експортен контрол.

12.2. В течение на 10 дни от момента на подписване на настоящия договор Купувача ще предостави на Продавача „Сертификат за краен потребител“, в който трябва да се съдържат задължения Стоките да не се ре-експортират и да не се предават на когото и да, освен на крайният потребител, без съгласието на Държавната комисия за експортен контрол. Този документ трябва да бъде издадено от упълномощен държавен орган.

12.3. Получател и краен потребител на Стоките се явява Министерството на отбраната на Либия.

12.4. Купувача гарантира, че Стоките няма да се ре-експортират или предават на никого, освен на крайния потребител без разрешението на Държавната комисия за експортен контрол.

12.5. В рамките на 30 дни след доставка на Стоките в страната на крайният потребител, Купувачът се задължава да представи на Продавача Сертификат, потвърждаващ доставката (Приложение № 2). Този документ трябва да бъде заверен от упълномощен държавен орган.

12.6. Всички допълнения и изменения към договора се считат за действителни, ако са направени в писмена форма и подписани от двете Страни. Всички, надлежно подписани допълнения към настоящия договор се считат за неотменна част от него.

12.7. Купувачът е длъжен да осигури, за своя сметка, всички вносни лицензи и разрешения, необходими за внос на Стоките в Страната на назначение.

12.8. Нито една от Станите не може да предава своите права и задължения, които произтичат от този договор на трета страна без писмено съгласуване с другата Страна.

12.9. След подписване на настоящия договор всички предшествващи преговори и кореспонденция губят сила.

11.3. The resolution of the arbitration award shall be final and binding upon both Parties.

11.4. The arbitration fee shall be borne by the losing Party.

## 12. MISCELLANEOUS

12.1. The present Contract comes into force since the date of obtaining the appropriate permission of State Committee for Export Control.

12.2. Within 10 days since the signing of the present Contract, Buyer provides to the Seller with "End User Certificate" which must content warrants that Goods will not be re-exported or transferred to somebody except the end-user without a permission of the State Committee for Export Control. This document must be issued by authority state structure.

12.3. Receiver and End-user of the Goods is the Ministry of Defense of Libya.

12.4. The Buyer guarantees that the Goods will not be reexported or diverted to anyone else, except the End User without a permission of the State Committee for Export Control.

12.5. Within 30 days since the date of delivery of the Goods to End User's country, Buyer shall provide the Seller with "Certificate of Delivery" (Annex # 2). This document must be attested by authority state structure.

12.6. All additions and amendments to this Contract shall be considered as valid if they are made in written form and signed by both Parties. All the duly signed additions to the present Contract shall be considered as its integral part.

12.7. The Buyer shall provide, at its own expense, all import licences and permits required for import of the Goods to the country of destination.

12.8. Neither Party is entitled to transfer its rights and obligations under the present Contract to a third party without prior written consent of the other Party.

12.9. After the present Contract has been signed, all previous negotiations and correspondence pertaining to it become null and void.

<p>12.10. Настоящия Договор действа до изпълнение на всички поети от Страните задължения.</p> <p>12.11. Настоящия Договор е подписан в два екземпляра на български и английски език по 1 екземпляр за всяка Страна, идентични и имащи еднаква сила.</p> <p style="text-align: center;"><b>13 АДРЕСИ НА СТРАНИТЕ</b></p> <p><b>ПРОДАВАЧ:</b></p> <p><b>ХАН АСПАРУХ ТРЕЙД ЕООД</b>  БЪЛГАРИЯ  9300, гр. Добрич  ул. Цанко Церковски, 3  ДДД № BG 201264962  Тел.: +359 58 604948  Факс: +359 58 604948  E-mail: khanastrade@gmail.com</p> <p><b>Банка на Продавача:</b>  АЛФА БАНК БЪЛГАРИЯ  Офис Добрич 1  IBAN: BG61CRBA98981230019099 (ам. дол.)</p> <p><b>КУПУВАЧ:</b>  Г-н Мохамед М.кхалиф Гвел  Първи Заместник Министър Председател и  действащ Министър на Отбраната  Триполи, Либия</p>	<p>12.10. This Contract is valid till the Parties fulfil all the assumed obligations.</p> <p>12.11. The present Contract is signed in 2 copies in Bulgarian and English, one for either Party, authentic and equal in force.</p> <p style="text-align: center;"><b>13. ADDRESSES OF THE PARTIES</b></p> <p><b>SELLER:</b></p> <p><b>KHAN ASPARUH TRADE Ltd.</b>  BULGARIA,  9300 Dobrich,  3, Tsanko Tserkovski Str.  VAT No.: BG 201264962  Phone No.: +359 58 604948  Fax No.: +359 58 604948  E-mail: khanastrade@gmail.com</p> <p><b>Bank of the Seller:</b>  "ALPHA BANK" – BULGARIA BRANCH,  OFFICE DOBRICH 1  IBAN: BG61CRBA98981230019099 (USD)</p> <p><b>BUYER:</b>  Mr. Mohammed M.khalifh Ghwel  First Deputy Prime Minister and acting Minister  of Defense  Tripoli, Libya</p>
<p><b>Приложение № 1:</b>  <b>Спецификация за доставка</b></p> <p><b>Приложение № 2:</b>  <b>Акт за инспекции</b></p> <p><b>Приложение № 3:</b>  <b>Сертификат за потвърждаване на доставка (образец)</b></p>	<p><b>Annex # 1:</b>  <b>Delivery specification</b></p> <p><b>Annex # 2:</b>  <b>Inspection Certificate</b></p> <p><b>Annex # 3:</b>  <b>Delivery verification certificate (specimen)</b></p>

ПРОДАВАЧ

КУПУВАЧ

**SELLER**

**BUYER**

Ghanem\_00000241-008

Ghanem\_Sentencing\_00000100



ПРИЛОЖЕНИЕ № 1 КЪМ ДОГОВОР

ANNEX # 1 to the CONTRACT

от 29.10. 2014 г.

dd. 29.10.2014

Спецификация за доставка

Delivery specification

№ Nos.	Наименование Description	Кол-во (бр.) QTY (pc)	Цена за ед. (ам. дол.) Price per unit (USD)	Сума (ам. дол.) Amount (USD)
			To be discussed	To be discussed
1	Боеприпас 23 мм Ammunition 23 mm	5,000,000		
2	Боеприпас 14,5 мм Ammunition 14.5 mm	5,000,000		
3	Боеприпас 7,62x54 мм ПКТ Ammunition 7.62x54 mm PKT	5,000,000		
4	Минометна граната 81 мм Mortar round 81 mm	12,000		
5	Минометна граната 120 мм Mortar round 120 mm	12,000		
6	Cannon Shell 106 mm	15,000		
7	Ракета 130 мм Rocket 130 mm	10,000		
8	Rocket 107mm	10,000		
9	23 мм ленти за ЗУ Belts for ZU 23 mm	500 m		
10	14,5 мм ленти за ЗУ Belts for ZU 14.5 mm	500 m		
11	122 мм ГРАД GRAD 122 mm	10,000		
12	Боеприпас 12,7 мм Ammunition 12.7 mm	3,000,000		
13	Противотанкова ПУ 9П135М-М1 Antitank Launcher 9P135M-M1	150		
14	Ракета за ПУ 9П135М-М1 Missiles Antitank Launcher 9P135M-M1	1,500		
15	Лазерен далекомер Laser Range Finder	200		
16	Снайпер до 2 000 м Sniper for 2,000 m	100		
17	Ракетна пускова установка за Ми – 24 Rocket Launchers for Mi - 24	16		
18	Противотанкова ракета за АТ – 2 AT – 2 Swatter Missiles	2,500		
19	Противотанкова ракета за АТ – 6 AT – 6 Spiral Missiles	2,500		
20	57 мм ракета 57 mm Rocket	1,000		
21	80 мм ракета 80 mm Rocket	1,000		
22	130 мм ракета 130 mm Rocket	1,000		
23	240 мм ракета 240 mm Rocket	1,000		

24	30 мм гранатохвъргачка АГС – 17 AGS – 17 30 mm grenade Launchers	16		
	Всичко/Total: ам. дол. / USD			

**ПРОДАВАЧ**  
**SELLER**

**КУПУВАЧ**  
**BUYER**

**ПРИЛОЖЕНИЕ № 2** **ANNEX # 2**  
**към ДОГОВОР № .....** **to the CONTRACT № .....**  
**от \_\_. \_\_. 2014 г.** **dd. \_\_\_\_ 2014**

**Акт за инспекция**

**Inspection Certificate**

Упълномощените представители: Representatives of the:  
На Продавача – \_\_\_\_\_, Seller - \_\_\_\_\_, acting on the basis  
действащи на основание \_\_\_\_\_; \_\_\_\_\_;  
На Купувача – \_\_\_\_\_, Buyer - \_\_\_\_\_, acting on the basis  
действащи на основание \_\_\_\_\_; \_\_\_\_\_;

съставиха настоящия АКТ ЗА ИНСПЕКЦИЯ на made this Inspection Certificate to certify that the  
Стоките и потвърждават, че стоките напълно Goods fully corresponds to the conditions of the  
отговаря на условията на договор Contract No \_\_\_\_\_  
№ \_\_\_\_\_.

№ No.	Наименование Description	Количество, бр. Quantity, pcs.
1		
2		
3		

Дата: \_\_\_\_\_ Date: \_\_\_\_\_  
Техническото състояние на стоката напълно The technical condition of the Goods fully  
удовлетворява изискванията на Купувача. satisfies the Buyer's requirements.

Настоящият Акт за инспекция е съставен в The present Inspection Certificate has been made  
четири екземпляра (два екземпляра за Продавача, in four copies (two for the Seller, two for the  
два - за Купувача) и се явява основание за Buyer) and is the basis for payment under the  
разплащане по договор № \_\_\_\_\_ Contract № \_\_\_\_\_ dd. \_\_. \_\_. 2012.  
от \_\_. \_\_. 2014 г.

**Представител на Продавача**

**Представител на Купувача**

**Representative of the Seller**

**Representative of the Buyer**

**ПРИЛОЖЕНИЕ № 3**  
към ДОГОВОР № .....

**ANNEX # 3**  
to the Contract No .....

от \_\_\_\_ . \_\_\_\_ . 2014 г.

dd. \_\_\_\_ 2014

**ОБРАЗЕЦ**  
**SPECIMEN**

**СЕРТИФИКАТ ЗА ДОСТАВКА**

**CERTIFICATE OF DELIVERY**

<p>С настоящото потвърждаваме, че Стоките доставяни в съответствие с договор № _____ от «__» _____ 2014 г. са доставени на крайния потребител _____</p> <p><i>(Наименование на крайния потребител и неговия адрес).</i></p>	<p>Hereby we confirm that Goods, which had been shipped under Contract № _____ dd. _____, was delivered to the end user _____</p> <p><i>(Name and address of the End-User).</i></p>
---	---

**От името на Купувача**  
**On behalf of the Buyer**

**От името на държавният орган, издаващ**  
**Сертификата за краен потребител**  
**On behalf of the governmental body issued**  
**the End User Certificate**

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

**Отметка на митническата служба**  
**Marks of the Customs Services**

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 514

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Friday, November 28, 2014 4:03 AM  
**To:** Tomer Avnon <tomert@tarideal.com>  
**Cc:** Tomer Dragon <tomert@dragonacehk.com>  
**Subject:** copy of EUC  
**Attach:** EUC.pdf

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التاريخ Date  
18/11/1438  
رقم الإشاري Ref. Number  
28-57

Ministry of Defense

رئاسة مجلس الوزراء  
وزارة الدفاع  
ديوان الوزارة

18/11/2014

### End User Certificate

1. Country of ultimate destination	LIBYAN STATE	
2. Name, address, telephone and fax numbers, e-mail address of the End User	Ministry of Defense of Republic of LIBYA Tripoli - Libya	
3. Description of goods, quantity, description		
No	(Description of Goods)	(Quantity) pes
1	Ammunition 23 mm	5,000,000
2	Ammunition 14.5 mm	5,000,000
3	Ammunition 54x7.62BKT mm	5,000,000
4	Mortar rounds 81 mm	12,000
5	Mortar round 120mm	12,000
6	Cannon shell 106 mm	15,000
7	Rocket 130 mm	10000
8	Rocket 107 mm	10000
9	Belts for ZU-23mm	500 m
10	Belts for ZU-14.5	500 m

www.defense.gov.ly

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Ghanem\_00000241

Ghanem\_Sentencing\_00000107

التاريخ  
Date  
الموقع  
Ref Number  
الشاري  
Ministry of Defense  
مجلس الوزراء  
وزارة الدفاع  
ديوان الوزارة

11	GRAD 122 MM	10,000
12	Ammunition 12.7	3,000,000
13	Anti-tank Konkurs launcher 9p135m-m1	150
14	Missiles Anti-tank Konkurs launcher 9p135m-m1	1500
15	Laser range finder	200
16	Sniper for 2000 m	100
17	Rocket launchers for MI-24	16
18	AT-2swatter	2500
19	AT-6 spiral missiles	2500
20	57 mm Rocket	1000
21	80 mm Rocket	1000
22	130 mm Rocket	1000
23	240 mm Rocket	16
24	AGS-17	
	30 mm Grenade launchers	

4. Description of final use (purpose):  
The goods will be used by the Government of Libya, under the supervision of the Ministry of Defense of to keep security in the country

5. Name, address, telephone and fax numbers, and e-mail address of the supplier:  
Gateway to MENA for Logistics Services, represented by Mr. Rami Ghanem having their address in Behind ABC Bank, Al-Shmeisani, Abdul Al-Rahim Al- Waked St. - Shmeisani Bldg. No. 42, P.O. Box 830589, Amman-11183 Jordan. Telephone +201127999552. +962795569299 E-mail address: ramihe@gmail.com

Supplier have power of attorny from the buyer to authorize local companies mentioned in the list below to sign all related documents to help in obtaining the required export licences.

www.defense.gov.ly

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Ghanem\_00000241


Ghanem\_Sentencing\_00000108




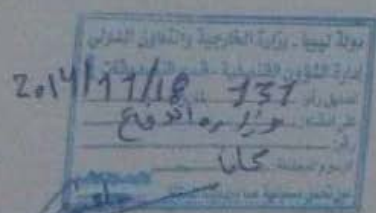
التاريخ  
Date  
الموافق  
Ref Number


الوزارة  
وزارة الدفاع  
Ministry of Defense

**Statement of the end-user.**  
We certify that we are the end-user and importer of the goods/technologies referred to in item 3. Except as authorized by prior written approval of the export control authority of the following Governments: Montenegro, Hungary, Ukraine, Poland, Belarus, Serbia, Bosnia, Slovenia, Croatia, Slovakia, Romania, Estonia we undertake not to: (1) re-export, (2) sell, (3) lend to any other person or otherwise dispose of the goods/technologies referred to in this document outside the country of end user. This refers also to spare parts, specialist tools, documentation, technical support and operating manuals necessary for the after-sales support.  
A relevant Delivery Verification Certificate will be present to the Supplier for each individual shipment, within 30 days from the date of its receipt.

  
.....  
(Name and position of the signer/)

  
Stamp/ Date

  
2014/11/18 737  
.....  
.....



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Ghanem\_00000241

Ghanem\_Sentencing\_00000109

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 515

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Friday, December 5, 2014 1:12 AM  
**To:** Stoyan Barzakov <sgbarzakov@gmail.com>  
**Subject:** 1st order for the Libyan  
**Attach:** 1Libya.docx

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ПРИЛОЖЕНИЕ № 1 ANNEX # 1  
към ДОГОВОР № ..... to the CONTRACT № .....

от \_\_. \_\_. 2014 г.

dd. \_\_\_\_\_ 2014

### Delivery specification

### Спецификация за доставка

№ Nos.	Наименование Description	Кол-во (бр.) QTY (pc)	Цена за ед. (ам. дол.) Price per unit (USD)	Сума (ам. дол.) Amount (USD)
1	Боеприпас 23 мм Ammunition 23 mm	5,000,000 500,000	15,00	75 000 000,00
2	Боеприпас 14,5 мм Ammunition 14.5 mm	5,000,000 500,000	7,50	37 500 000,00
	Ammunition 12.7 mm	500,000		
3	Боеприпас 7,62x54 мм ПКТ Ammunition 7.62x54 mm PKT	5,000,000 500,000	200/1000	1 000 000,00
4	Минометна изстрел 81 мм Mortar round 81 mm	12,000 3000	139,00	1 668 000,00
5	Минометна изстрел 120 мм Mortar round 120 mm	12,000 1000	295,00	3 540 000,00
6	Cannon Shell 106 mm	15,000 2000	To be aged	To be agreed
7	Ракета 130 мм Rocket 130 mm	10,000 500	3350,00	33 500 000,00
8	Rocket 107mm	10,000	To be aged	To be agreed
9	23 мм ленти за ЗУ Belts for ZU 23 mm	500 m		29 300,00
10	14,5 мм ленти заЗУ Belts for ZU 14.5 mm	500 m		23 700,00
11	122 мм ГРАД GRAD 122 mm	10,000	1470,00	14 700 000,00
12	Боеприпас 12,7 мм Ammunition 12.7 mm	3,000,000	4,10	12 300 000,00
13	Противотанкова ПУ 9П135М-М1 Antitank Launcher 9P135M-M1	150 20	49 000,00	7 350 000,00
14	Ракета за ПУ 9П135М-М1 Missiles Antitank Launcher 9P135M-M1	1,500 200	19 800,00	29 700 000,00
15	Лазерен далекомер Laser Range Finder	200 20	27 000,00	5 400 000,00
16	Снайпер до 2 000 м Sniper for 2,000 m	100 20	5900,00	590000,00
17	Ракетна пускова установка за Ми – 24 Rocket Launchers for Mi - 24	16	127 000,00	2 032 000,00
18	Противотанкова ракета за АТ – 2 AT – 2 Swatter Missiles	2,500	18 900,00	47 250 000,00
19	Противотанкова ракета за АТ – 6 AT – 6 Spiral Missiles	2,500	22 400,00	56 000 000,00

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20	57 мм ракета 57 mm Rocket	1,000	435,00	435 000,00
21	80 мм ракета 80 mm Rocket	1,000	1430,00	1 430 000,00
22	130 мм ракета 130 mm Rocket	1,000	3350,00	3 350 000
23	240 мм ракета 240 mm Rocket	1,000	4870,00	4 870 000,00
24	30 мм гранатохвъргачка АГС – 17 AGS – 17 30 mm grenade Launchers	16 16	27 200,00	435 200,00
	Всичко/Total: 338 183 200,00 ам. дол. / USD			

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 516

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Stoyan Barzakov <sgbarzakov@gmail.com>  
**Sent:** Friday, December 5, 2014 2:24 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Subject:** Re: 1st order for the Libyan  
**Attach:** Contract\_draft\_bg-engl\_Libya\_trial with small quantities.docx

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Dear Rami, ❖

find attached the Libyan contract with the original smaller quantities. ❖

Regards, ❖

Stoyan ❖

On Fri, Dec 5, 2014 at 11:12 AM, Rami Ghanem <ramithe@gmail.com> wrote:

❖



<b>ДОГОВОР за Експорт на Стоки</b>	<b>Export Sales CONTRACT</b>
<b>гр. Триполи</b> <b>08.12. 2014</b>	<b>City of Tripoli</b> <b>Dated: December 08, 2014</b>
<p>Компания Хан Аспарух Трейд ЕООД, с представителен офис в гр. Добрич, ул. „Цанко Церковски“, 3, в Република България, наричана по-долу „Продавач“, представлявана от г-н Йордан Петков Петков от една страна,</p> <p>и</p> <p>Министерство на Отбраната на Република Либия, представлявано от Мохамът М.кхалиф Гхвел, Първи Зместник Министър-Председател и Действащ Министър на Отбраната, от друга страна, заедно страни, подписаха настоящия договор за следното:</p>	<p>The Company Khan Asparuh Trade EOOD, with office of representation in the city of Dobrich, 3, Tzanko Tzerkovski str., in the Republic of Bulgaria, hereinafter referred to as the “Seller”, represented by Mr. Yordan Petkov Petkov, on the one side,</p> <p>and</p> <p>Ministry of Defense of the State of Libya, hereinafter referred to as the “Buyer” represented by Mohammed M.khalifh Ghwel, First Deputy Prime Minister and acting Minister of Defense, on the other side, hereinafter referred to as Parties, have concluded the present Contract for the following:</p>
<b>1. ПРЕДМЕТ НА ДОГОВОРА</b>	<b>1. SUBJECT OF THE CONTRACT</b>
<p>1.1. Продавача продава, а Купувача приема и заплаща обектите на доставка (наричана по-нататък „Стока/Стоки“), при цена и в количество и номенклатура, определени в Приложение № 1 към настоящия Договор.</p>	<p>1.1. The Seller shall sell and the Buyer shall accept and pay for the items, (hereinafter referred to as “Goods”), at prices and according to nomenclature and quantity, as detailedly stipulated in Annex # 1 to the this Contract.</p>
<b>2. КОЛИЧЕСТВО, КАЧЕСТВО НА СТОКИТЕ</b>	<b>2. QUANTITY, QUALITY OF THE GOODS</b>
<p>2.1. Количеството на Стоките и тяхната номенклатура се определят в Приложение № 1 към настоящия Договор.</p> <p>2.2. Качеството на стоките трябва да съответства на изискванията на техническа документация на завода-производител.</p> <p>2.3. Гаранционният срок за експлоатация на оборудването е 12 месеца от датата на доставката.</p>	<p>2.1. Quantity and nomenclature of the Goods shall be determined in Annex # 1 to the present Contract.</p> <p>2.2. Quality of the Goods shall meet the requirements of manufacturer’s technical documentation.</p> <p>2.3. Warranty assurance for equipment within 12 months from the delivery date.</p>
<b>3. УСЛОВИЯ НА ДОСТАВКА</b>	<b>3. TERMS OF DELIVERY</b>
<p>3.1. Стоките се доставят при условия FCA/FOB, съгласно ИНКОТЕРМС 2010.</p> <p>3.2. Стоките се доставят по изрично определен от страните график, който става неразделна част от настоящия договор. Първата доставка става в срок от 15 дни от след влизане на договора в сила и получаване на плащане съгласно п. 5. 2.</p> <p>3.3. Допуска се предсрочна доставка, по съгласуване между страните.</p>	<p>3.1. The Goods shall be delivered on terms FCA/FOB basis according to "INCOTERMS-2010".</p> <p>3.2. The Goods shall be delivered based on a delivery schedule expressly agreed between the Parties which shall become a part of this Contract. First delivery shall be within 15 days after date of effectiveness of this Contract and receipt of the payment, stipulated in cl. 5. 2.</p> <p>3.3. Pre-term delivery is allowed upon agreement of the Parties.</p>



3.4. За дата на доставката ще се счита датата на натоварване.

3.5. Не по-късно от 15 дни преди датата на товарене продавача ще информира Продавача за следното:

- тип на транспорта и данни за превозвача;
- дата и време тръгване на транспорта

3.6. Стоките ще бъдат изпратени на Купувача след получаване на 100 % плащане за стоките, доставяни по всяка конкретна доставка по настоящия договор.

#### **4. ЦЕНА И ОБЩА СУМА НА ДОГОВОРА**

4.1. Цената на Стоките определена в Приложение № 1 и включва стойността на Стоките, опаковка, маркировка, митническо оформяне съгласно условията FCA/FOB в съответствие с условия ИНКОТЕРМС 2000.

4.2. Цената на отделните Стоки по Договора се определят съгласно индивидуалните цени, посочени в Приложение № 1 към него, а общата цена по договора представлява аритметичния сбор на всички стоки, умножени по индивидуалните им цени.

4.3. Валута на договора – американски долари.

#### **5. УСЛОВИЯ НА ПЛАЩАНЕ**

5.1. Плащанията на Стоките доставяни по настоящия Договор ще се извършват в американски долари.

5.2. В рамките на 10 дни от датата на влизане в сила на настоящия Договор, Купувача заплаща 50 % от общата стойност на „Стоките”.

5.3. Плащане съгласно п. 5. 2. Ще се извърши след предоставяне на Купувача на следните документи:

- фактура, написана от Продавача на английски език, в която е посочен номера на договора и сумата, която трябва да бъде платена на Продавача;
- писмено уведомление за влизане на Договора в сила.

5.4. В течение на 10 дни след подписване на Акта за техническа инспекция, Купувача заплаща оставащите 50 % от общата стойност на Стоките за всяка конкретна доставка чрез банков превод по сметката на Продавача срещу следните документи:

- фактура, написана от Продавача на английски език, в която е посочен номера на договора и сумата, която трябва да бъде платена;

3.4. The date of loading will be considered as a date of delivery.

3.5. Not later than 15 days prior to shipment, Buyer shall inform the Seller about:

- type of transport and Carrier data;
- date and time of the transport departure.

3.6. The Goods will be delivered to the Buyer after receiving of 100 % payment for the Goods for each particular delivery under this Contract.

#### **4. PRICE AND TOTAL SUM OF THE CONTRACT**

4.1. The price of the Goods is stipulated in Annex # 1 and includes the cost of Goods, packing, marking, custom clearance on conditions FCA/FOB according to INCOTERMS 2000.

4.2. The individual prices of each specific item of Goods under this Contract is as shown in Annex # 1 to this Contract, and the total price of the Contract shall be the arithmetical sum of all Goods to be delivered multiplied by their individual prices.

4.3. Currency of the contract – US dollars.

#### **5. TERMS OF PAYMENT**

5.1. Payments for the Goods, which are delivered under present Contract, shall be made in US dollars.

5.2. Within 10 days after the date when the present contract comes into force, the Buyer shall pay 50 % of the total amount of the “Goods”.

5.3. Payment according to the paragraph 5. 2. shall be done after provision to the Buyer the following documents:

- invoice, written by Seller in English with indication of number of the contract and sum to be paid by Seller;

- written notification that Contract has come into force.

5.4. Within 10 days after signing the inspection certificate, the Buyer shall pay 50 % of the total amount of the “Goods” for each particular delivery by TT (telegraphic transfer) to the Seller’s account against the following documents:

- invoice, written by Seller in English with indication of number of the contract and sum to be paid;
- Inspection certificate (1 original).

- акт за техническа инспекция (1 оригинал).

5.5. Всички банкови разходи на територията на Продавача ще се заплащат от Продавача, на територията на Купувача – от Купувача. Разходите за кореспондентските банки се заплащат от Продавача.

#### **6. УСЛОВИЯ ЗА ИНСПЕКЦИЯ**

6.1. Купувача извършва инспекция на Стоките по качество и количество на територията на Продавача, с последващо изготвяне на Акт за инспекция.

6.2. Актът за инспекция се подписва в 4 екземпляра (2 - за Продавача и 2 - за Купувача).

6.3. Не по-късно от 15 дни преди датата на инспекцията Продавача оповестява купувача за готовността на Стоките за инспекция.

6.4. Не по-късно от 15 дни преди датата цитирана в п. 6. 3 Купувачът известява Продавача за персоналните данни и датата на пристигане на своите представители.

Купувачът ще започне инспекцията на Стоките не по-късно от датата указана в съобщението по п. 6. 3.

Представителите на Купувача трябва да имат официални документи, потвърждаващи правото им да подпишат Акта за инспекция.

6.5. Всички разходи свързани с пристигането и пребиваването на представителите на Купувача на територията на Продавача са за сметка на Купувача.

#### **7. ОПАКОВКА И МАРКИРОВКА**

7.1. Опаковката на Стоките, доставяни по настоящия Договор, трябва да съответства на изискванията на техническата документация на завода-производител, за тези Стоки.

#### **8. ФОРС-МАЖОР**

8.1. Страните се освобождават от отговорност за пълно или частично неизпълнение по настоящия договор, ако това неизпълнение е следствие на обстоятелства на непреодолима сила, включително но не само: пожар, наводнение, земетресение, военни действия, стачки, а също държавни и правителствени разпореждания и т. н., при условие че дадените обстоятелства непосредствено са повлияли на изпълнението на настоящия договор. В този случай срока на договора се удължи с времето

5.5. All banking charges on the territory of the Seller shall be borne by the Seller, on the territory of the Buyer – by the Buyer. The charges of the correspondent banks shall be borne by the Seller.

#### **6. THE CONDITIONS OF INSPECTION**

6.1. The Buyer shall make the inspection of the Goods in respect to quality at the Seller's facilities with drawing up the inspection certificate.

6.2. The inspection certificate shall be signed in 4 copies (2 - for the Seller and 2 - for the Buyer).

6.3. The Seller shall notify the Buyer about readiness of the Goods for inspection not less than 15 days prior to the date of the inspection.

6.4. The Buyer shall notify the Seller about personal details and date of arrival of its Representatives not less than 10 days prior to the date indicated in clause 6. 3.

The Buyer shall start the inspection of the Goods not later than on the date indicated in the notification according to Para. 6. 3.

The Buyer's Representatives shall have formal documents confirming their right to sign the Certificate.

6.5. The Buyer shall bear all the expenses connected with arrival and stay of the Buyer's Representatives with regard to the inspection.

#### **7. PACKING AND MARKING**

7.1. The packing of the Goods delivered under the present Contract shall meet the requirements of manufacturer's technical documentation for this type of Goods.

#### **8. FORCE MAJEURE**

8.1. The Parties are released from responsibility for complete or partial nonfulfilment of their liabilities under the Contract if this non-fulfilment was caused by circumstances of force majeure including but not limited to: fire, flood, earthquake, military actions, strikes as well as State and Governmental orders and so on, provided these circumstances have directly affected the fulfilment of the present Contract. In this case the time of fulfilment will be extended for the period equal to that during which these



на действия на тези обстоятелства.

Свидетелство, издадено от съответните органи на местната власт е достатъчно за потвърждаване на посочените обстоятелства и сроковете на действието им.

8.2. Станата, която не може да изпълни своите задължения поради тези обстоятелства е длъжна да съобщи на другата страна не по-късно от 7 дни, в писмена форма. Ненавременното съобщаване за обстоятелства за непреодолима сила лишава съответната страна от правото да се позовава на тях за оправдание.

8.3. Ако посочените обстоятелства продължат повече от три месеца, всяка от страните има право да анулира целия договор или част от него, без право да претендира за компенсиране на понесените (причинените) загуби.

### 9. САНКЦИИ

9.1. В случай на нарушение сроковете за плащане, определени Раздел 5 от настоящия договор, Купувачът заплаща неустойка в размер от 0,05 % от сумата на съответното плащане, за всеки ден просрочие, но не-повече от 5 % от общата стойност на договора.

9.2. В случай на нарушение на сроковете на доставка, съгласно п. 3. 2. от настоящия договор по вина на Продавача то той заплаща неустойка, в размер на 0,05% от стойността на Стоките, за Товара, за всеки ден просрочие, но не-повече от 5% от общата стойност на Стоките.

9.3 заплащането на наказателните санкции не освобождава страните от изпълнение на своите договорни задължения.

### 10. РЕКЛАМАЦИИ

10.1. В случаите, когато в течение на гарантийния срок възникне неисправност по вина на Продавача, той е длъжен да я отстрани за своя сметка. Задълженията на Продавача се ограничават до ремонт или еквивалентна замяна, по избор и съгласуване с Купувача, на дефектните възли, агрегати или детайли, по отношение на които се докаже, че дефекта е възникнал по вина на Продавача. При това на възстановеното изделие се назначава остатъка от първоначалния срок на гаранцията.

10.2. Рекламации могат да бъдат предявявани по отношение на качество и количество на Стоките, в случай че не съответстват на

circumstances last.

The evidence issued by the relevant local authorities will be a sufficient proof of the existence and duration of the above indicated circumstances.

8.2. The Party that cannot fulfil its liabilities due to these circumstances is to notify in written form the other Party within 7 days. An untimely notification of force majeure circumstances deprives the corresponding Party of the right to refer to them for justification.

8.3. If the above-mentioned circumstances last longer than three months, then either Party is entitled to cancel the whole Contract or a part of it without the right to demand for compensation of suffered (caused) losses.

### 9. SANCTIONS

9.1. In case of breaking the terms of payment stipulated in Article 5 of the present Contract, BUYER shall pay the penalty being equal 0,05 % of the sum of the relevant payment for each day of delay, but not more than 5 % of the total amount.

9.2. In case of breaking the term of delivery stipulated in Article 3. 2 of the present Contract through Seller's fault, Seller shall pay the penalty being equal 0,05 % of the price for the proper event for each day of delay, but not more than 5% of the total sum of Goods.

9.3. Payment of penalty does not make Parties free from execution of the Contract's obligations.

### 10. CLAIMS

10.1. Shall during the guarantee period any defect appear through the Seller's fault the Seller undertakes to eliminate it at his expense. The obligations of the Seller in this case shall be restricted to repairing or adequate replacement of the defected components, aggregates and assemblies in respect of which the evidence of Seller's fault is to be presented, at the Buyer's expense and agreement. The repaired components shall obtain the remaining of primary assigned time life.

10.2. Claims may be submitted in respect of quality and quantity, in case of its non-correspondence to the quality and quantity under



качеството и количеството, определени от настоящият договор.

10.3. Рекламации по отношение на качеството могат да бъдат предявявани по време на гаранционния срок, предвиден в точка 2.3 от настоящия договор. Купувачът е длъжен да изпрати рекламацията с всичката необходима информация не по-късно от 4 (четири) дни от датата на откриване на дефекта, и при поискване от Продавача да изпрати до 25 (двадесет и пет) дни рекламираното имущество за проверка в страната на Продавача.

Рекламации по отношение на количеството могат да бъдат предявявани до 30 дни от датата на доставка.

10.4. Рекламациите се изготвят на български и/или на английски езици и трябва да се изпратят чрез официална поща, факс или имейл. Дата на предявяване на рекламацията се счита датата на получаването и от Продавача.

Продавача има право да провери основанието за рекламация на място, чрез свой представител. Продавача ще разгледа рекламацията в рамките на 60 дни.

10.5. В случай на изтичане на горесцитираните дати или в случай на нарушаване от Купувача на сроковете посочени в точка 10.3, Продавача няма да приеме рекламациите. Ако, след преглед, дефектното изделие е годно за употреба, Купувача ще покрие транспортните разходи до страната на Продавача и обратно. В случай, че след прегледа на дефектното изделие се установи, че то е неизправно по вина на Продавача, Продавача ще покрие транспортните разходи до страната на Продавача и обратно.

## 11. АРБИТРАЖ

11.1. Всички спорове между Страните, които са възникнали при изпълнение на настоящият Договор и/или във връзка с него, ще се решават по пътя на преговори.

11.2. В случай, че Страните не постигнат съгласие при решаване на въпроса, причина за възникване на разногласие, то след писмена констатация, разногласието се предават в Арбитражния съд към Българската търговско-промишлена палата в Гр. София, България, при прилагане на неговите правила. Арбитражът се провежда на Английски език при приложимост на Българското право.

the present contract.

10.3. Claims in respect of quality may be submitted within the guarantee period stipulated in clause 2.3. of the present contract. The Buyer undertakes to send reclamation with all necessary information not later than 4 (four) days from the date of detection of the defects and to send upon the Seller's request the defective goods to the country of the Seller for inspection within 25 days (twenty five) days.

Claims in respect of quantity may be submitted within 30 days from the date of delivery

10.4. Claims are prepared by Bulgarian and/or English and have to be submitted by registered mail, fax or e-mail. The date of the claim shall be considered the date upon which it is received by the Seller.

The Seller has the right to check up the basis of the claim on the spot through his representative. The Seller shall examine the claim within 60 days.

10.5. After the expiration of the above stated dates or in case of violation by the Buyer of the terms stipulated in clause 10.3., no claims shall be accepted by the Seller. Shall the defective item after the inspection be found fit for service, the Buyer covers transportation expenses of the item to the Seller's country and back. Should the defective item after the inspection be found defective due to Seller's fault, the Seller covers all the expenses related to shipping the item to the Seller's country and back.

## 11. ARBITRATION

11.1. Any disputes between the Parties arising from the present Contract and/or in connection with it shall be settled through negotiations between the parties.

11.2. In case if the Parties do not reach an agreement in settling an issue causing the dispute, after the written establishment, the differences will be forwarded to the Arbitration Court part of the International Chamber of Commerce in Sofia Bulgaria under its conditions and terms of arbitration. Arbitration shall be in English language and under Bulgarian law.



11.3. Решениято арбитража е окончателно и задължително за двете Страни.

11.4. Разходите по арбитража са за сметка на загубилата страна.

## 12. ДРУГИ УСЛОВИЯ

12.1. настоящият договор влиза в сила от датата на получаване на съответните разрешения от Държавната комисия за експортен контрол.

12.2. В течение на 10 дни от момента на подписване на настоящия договор Купувача ще предостави на Продавача „Сертификат за краен потребител”, в който трябва да се съдържат задължения Стоките да не се ре-експортират и да не се предават на когото и да, освен на крайният потребител, без съгласието на Държавната комисия за експортен контрол. Този документ трябва да бъде издадено от упълномощен държавен орган.

12.3. Получател и краен потребител на Стоките се явява Министерството на отбраната на Либия.

12.4. Купувача гарантира, че Стоките няма да се ре-експортират или предават на никого, освен на крайния потребител без разрешението на Държавната комисия за експортен контрол.

12.5. В рамките на 30 дни след доставка на Стоките в страната на крайният потребител, Купувачът се задължава да представи на Продавача Сертификат, потвърждаващ доставката (Приложение № 2). Този документ трябва да бъде заверен от упълномощен държавен орган.

12.6. Всички допълнения и изменения към договора се считат за действителни, ако са направени в писмена форма и подписани от двете Страни. Всички, надлежно подписани допълнения към настоящия договор се считат за неотменна част от него.

12.7. Купувачът е длъжен да осигури, за своя сметка, всички вносни лицензи и разрешения, необходими за внос на Стоките в Страната на назначение.

12.8. Нито една от Станите не може да предава своите права и задължения, които произтичат от този договор на трета страна без писмено съгласуване с другата Страна.

12.9. След подписване на настоящия договор всички предшестваша преговори и кореспонденция губят сила.

11.3. The resolution of the arbitration award shall be final and binding upon both Parties.

11.4. The arbitration fee shall be borne by the losing Party.

## 12. MISCELLANEOUS

12.1. The present Contract comes into force since the date of obtaining the appropriate permission of State Committee for Export Control.

12.2. Within 10 days since the signing of the present Contract, Buyer provides to the Seller with “End User Certificate” which must content warrants that Goods will not be re-exported or transferred to somebody except the end-user without a permission of the State Committee for Export Control. This document must be issued by authority state structure.

12.3. Receiver and End-user of the Goods is the Ministry of Defense of Libya.

12.4. The Buyer guarantees that the Goods will not be reexported or diverted to anyone else, except the End User without a permission of the State Committee for Export Control.

12.5. Within 30 days since the date of delivery of the Goods to End User’s country, Buyer shall provide the Seller with “Certificate of Delivery” (Annex # 2). This document must be attested by authority state structure.

12.6. All additions and amendments to this Contract shall be considered as valid if they are made in written form and signed by both Parties. All the duly signed additions to the present Contract shall be considered as its integral part.

12.7. The Buyer shall provide, at its own expense, all import licences and permits required for import of the Goods to the country of destination.

12.8. Neither Party is entitled to transfer its rights and obligations under the present Contract to a third party without prior written consent of the other Party.

12.9. After the present Contract has been signed, all previous negotiations and correspondence pertaining to it become null and void.

<p>12.10. Настоящия Договор действа до изпълнение на всички поети от Страните задължения.</p> <p>12.11. Настоящия Договор е подписан в два екземпляра на български и английски език по 1 екземпляр за всяка Страна, идентични и имащи еднаква сила.</p> <p style="text-align: center;"><b>13 АДРЕСИ НА СТРАНИТЕ</b></p> <p><b>ПРОДАВАЧ:</b></p> <p><b>ХАН АСПАРУХ ТРЕЙД ЕООД</b>  <b>БЪЛГАРИЯ</b>  9300, гр. Добрич  ул. Цанко Церковски, 3  ДДД № BG 201264962  Тел.: +359 58 604948  Факс: +359 58 604948  E-mail: khanastrade@gmail.com</p> <p><b>Банка на Продавача:</b>  <b>АЛФА БАНК БЪЛГАРИЯ</b>  Офис Добрич 1  IBAN: BG61CRBA98981230019099 (ам. дол.)</p> <p><b>КУПУВАЧ:</b></p> <p>.....</p> <p>.....</p>	<p>12.10. This Contract is valid till the Parties fulfil all the assumed obligations.</p> <p>12.11. The present Contract is signed in 2 copies in Bulgarian and English, one for either Party, authentic and equal in force.</p> <p style="text-align: center;"><b>13. ADDRESSES OF THE PARTIES</b></p> <p><b>SELLER:</b></p> <p><b>KHAN ASPARUH TRADE Ltd.</b>  <b>BULGARIA,</b>  9300 Dobrich,  3, Tsanko Tserkovski Str.  VAT No.: BG 201264962  Phone No.: +359 58 604948  Fax No.: +359 58 604948  E-mail: khanastrade@gmail.com</p> <p><b>Bank of the Seller:</b>  “ALPHA BANK” – BULGARIA BRANCH,  OFFICE DOBRICH 1  IBAN: BG61CRBA98981230019099 (USD)</p> <p><b>BUYER:</b></p> <p>.....</p> <p>.....</p>
<p><b>Приложение № 1:</b>  <b>Спецификация за доставка</b></p> <p><b>Приложение № 2:</b>  <b>Акт за инспекции</b></p> <p><b>Приложение № 3:</b>  <b>Сертификат за потвърждаване на доставка (образец)</b></p>	<p><b>Annex # 1:</b>  <b>Delivery specification</b></p> <p><b>Annex # 2:</b>  <b>Inspection Certificate</b></p> <p><b>Annex # 3:</b>  <b>Delivery verification certificate (specimen)</b></p>

**ПРОДАВАЧ**  
**SELLER**

**КУПУВАЧ**  
**BUYER**





ПРИЛОЖЕНИЕ № 1  
към ДОГОВОР № .....

от \_\_. \_\_. 2014 г.

ANNEX # 1  
to the CONTRACT №  
.....

dd. \_\_\_\_ 2014

### Delivery specification

### Спецификация за доставка

№ Nos.	Наименование Description	Кол-во (бр.) QTY (pc)	Цена за ед. (ам. дол.) Price per unit (USD)	Сума (ам. дол.) Amount (USD)
1	Боеприпас 23 мм Ammunition 23 mm	500,000	15,00	7 500 000,00
2	Боеприпас 14,5 мм Ammunition 14.5 mm	500,000	7,50	3 750 000,00
3	Боеприпас 7,62x54 мм ПКТ Ammunition 7.62x54 mm PKT	500,000	200/1000	100 000,00
4	Минометна граната 81 мм Mortar round 81 mm	3,000	139,00	417 000,00
5	Минометна граната 120 мм Mortar round 120 mm	1,000	295,00	295 000,00
6	Ракета 130 мм Rocket 130 mm	500	3350,00	1 675 000,00
13	Противотанкова ПУ 9П135М-М1 Antitank Launcher 9P135M-M1	20	49 000,00	980 000,00
14	Ракета за ПУ 9П135М-М1 Missiles Antitank Launcher 9P135M-M1	200	19 800,00	3 960 000,00
15	Лазерен далекомер Laser Range Finder	20	27 000,00	540 000,00
16	Снайпер до 2 000 м Sniper for 2,000 m	20	5900,00	118 000,00
24	30 мм гранатометна граната АГС – 17 AGS – 17 30 mm grenade Launchers	16	27 200,00	435 200,00
Всичко/Total: 17 862 700,00 ам. дол. / USD				

ПРОДАВАЧ  
SELLER

КУПУВАЧ  
BUYER

**ПРИЛОЖЕНИЕ № 2** **ANNEX # 2**  
**към ДОГОВОР № .....** **to the CONTRACT № .....**  
**от \_\_. \_\_. 2014 г.** **dd. \_\_\_\_ 2014**

**Акт за инспекция**

**Inspection Certificate**

Упълномощените представители: Representatives of the:  
На Продавача – \_\_\_\_\_, Seller - \_\_\_\_\_, acting on the basis  
действащи на основание \_\_\_\_\_; \_\_\_\_\_;  
На Купувача – \_\_\_\_\_, Buyer - \_\_\_\_\_, acting on the basis  
действащи на основание \_\_\_\_\_; \_\_\_\_\_;

съставиха настоящия АКТ ЗА ИНСПЕКЦИЯ на made this Inspection Certificate to certify that the  
Стоките и потвърждават, че стоките напълно Goods fully corresponds to the conditions of the  
отговаря на условията на договор Contract No \_\_\_\_\_  
№ \_\_\_\_\_,

№ No.	Наименование Description	Количество, бр. Quantity, pcs.
1		
2		
3		

Дата: \_\_\_\_\_ Date: \_\_\_\_\_  
Техническото състояние на стоката напълно The technical condition of the Goods fully  
удовлетворява изискванията на Купувача. satisfies the Buyer's requirements.

Настоящият Акт за инспекция е съставен в The present Inspection Certificate has been made  
четири екземпляра (два екземпляра за Продавача, in four copies (two for the Seller, two for the  
два - за Купувача) и се явява основание за Buyer) and is the basis for payment under the  
разплащане по договор № ..... Contract № ..... dd. \_\_. \_\_. 2012.  
от \_\_. \_\_. 2014 г.

**Представител на Продавача**

**Представител на Купувача**

**Representative of the Seller**

**Representative of the Buyer**

\_\_\_\_\_

\_\_\_\_\_

**ПРИЛОЖЕНИЕ № 3**  
**към ДОГОВОР № .....**

**ANNEX # 3**  
**to the Contract No .....**

от \_\_\_\_ . \_\_\_\_ . 2014 г.

dd. \_\_\_\_ 2014

**ОБРАЗЕЦ**  
**SPECIMEN**

**СЕРТИФИКАТ ЗА ДОСТАВКА**

**CERTIFICATE OF DELIVERY**

<p>С настоящото потвърждаваме, че Стоките доставяни в съответствие с договор № _____ от «__» _____ 2014 г. са доставени на крайния потребител _____</p> <p><i>(Наименование на крайния потребител и неговия адрес).</i></p>	<p>Hereby we confirm that Goods, which had been shipped under Contract № _____ dd. _____, was delivered to the end user _____</p> <p><i>(Name and address of the End-User).</i></p>
---	---

**От името на Купувача**  
**On behalf of the Buyer**

**От името на държавният орган, издаващ**  
**Сертификата за краен потребител**  
**On behalf of the governmental body issued**  
**the End User Certificate**

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

**Отметка на митническата служба**  
**Marks of the Customs Services**

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 517

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386



**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Saturday, December 6, 2014 6:40 AM  
**To:** almeftaheng@gmail.com  
**Subject:** Contract\_draft\_bg-engl\_Libya\_trial with small quantities.docx  
**Attach:** Contract\_draft\_bg-engl\_Libya\_trial with small quantities.docx

---

This is the correct agreement to be signed, please disregard the other ones.

Thanks

***Rami Ghanem***

***Gateway to MENA. (GTM)***

Egypt Office

Complex 122, Building 16, Apartment 42

Al Rehab City, Cairo Egypt

Telephone# 00201127999552

Jordan Office

Tel: 962 6 5685624

Fax: 962 6 5685625

ramithe@gmail.com or rami@caravaname.com

US Telephone: 772 675-4363 Skype Address: caravaname

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Life is short.. So love your life.. Be happy.. And Keep smiling.. and

Before you speak »Listen  
Before you write »Think  
Before you spend »Earn  
Before you pray »Forgive  
Before you hurt »Feel  
Before you hate »Love  
Before you quit »Try  
Before you die »Live

That's Life...



<b>ДОГОВОР за Експорт на Стоки</b>	<b>Export Sales CONTRACT</b>
<b>гр. Триполи</b> <b>08.12. 2014</b>	<b>City of Tripoli</b> <b>Dated: December 08, 2014</b>
<p>Компания Хан Аспарух Трейд ЕООД, с представителен офис в гр. Добрич, ул. „Цанко Церковски“, 3, в Република България, наричана по-долу „Продавач“, представлявана от г-н Йордан Петков Петков от една страна,</p> <p>и</p> <p>Министерство на Отбраната на Република Либия, представлявано от Мохамът М.кхалиф Гхвел, Първи Зместник Министър-Председател и Действащ Министър на Отбраната, от друга страна, заедно страни, подписаха настоящия договор за следното:</p>	<p>The Company Khan Asparuh Trade EOOD, with office of representation in the city of Dobrich, 3, Tzanko Tzerkovski str., in the Republic of Bulgaria, hereinafter referred to as the “Seller”, represented by Mr. Yordan Petkov Petkov, on the one side,</p> <p>and</p> <p>Ministry of Defense of the State of Libya, hereinafter referred to as the “Buyer” represented by Mohammed M.khalifh Ghwel, First Deputy Prime Minister and acting Minister of Defense, on the other side, hereinafter referred to as Parties, have concluded the present Contract for the following:</p>
<b>1. ПРЕДМЕТ НА ДОГОВОРА</b>	<b>1. SUBJECT OF THE CONTRACT</b>
<p>1.1. Продавача продава, а Купувача приема и заплаща обектите на доставка (наричана по-нататък „Стока/Стоки“), при цена и в количество и номенклатура, определени в Приложение № 1 към настоящия Договор.</p>	<p>1.1. The Seller shall sell and the Buyer shall accept and pay for the items, (hereinafter referred to as “Goods”), at prices and according to nomenclature and quantity, as detailedly stipulated in Annex # 1 to the this Contract.</p>
<b>2. КОЛИЧЕСТВО, КАЧЕСТВО НА СТОКИТЕ</b>	<b>2. QUANTITY, QUALITY OF THE GOODS</b>
<p>2.1. Количеството на Стоките и тяхната номенклатура се определят в Приложение № 1 към настоящия Договор.</p> <p>2.2. Качеството на стоките трябва да съответства на изискванията на техническа документация на завода-производител.</p> <p>2.3. Гаранционният срок за експлоатация на оборудването е 12 месеца от датата на доставката.</p>	<p>2.1. Quantity and nomenclature of the Goods shall be determined in Annex # 1 to the present Contract.</p> <p>2.2. Quality of the Goods shall meet the requirements of manufacturer’s technical documentation.</p> <p>2.3. Warranty assurance for equipment within 12 months from the delivery date.</p>
<b>3. УСЛОВИЯ НА ДОСТАВКА</b>	<b>3. TERMS OF DELIVERY</b>
<p>3.1. Стоките се доставят при условия FCA/FOB, съгласно ИНКОТЕРМС 2010.</p> <p>3.2. Стоките се доставят по изрично определен от страните график, който става неразделна част от настоящия договор. Първата доставка става в срок от 15 дни от след влизане на договора в сила и получаване на плащане съгласно п. 5. 2.</p> <p>3.3. Допуска се предсрочна доставка, по съгласуване между страните.</p>	<p>3.1. The Goods shall be delivered on terms FCA/FOB basis according to "INCOTERMS-2010".</p> <p>3.2. The Goods shall be delivered based on a delivery schedule expressly agreed between the Parties which shall become a part of this Contract. First delivery shall be within 15 days after date of effectiveness of this Contract and receipt of the payment, stipulated in cl. 5. 2.</p> <p>3.3. Pre-term delivery is allowed upon agreement of the Parties.</p>



3.4. За дата на доставката ще се счита датата на натоварване.

3.5. Не по-късно от 15 дни преди датата на товарене продавача ще информира Продавача за следното:

- тип на транспорта и данни за превозвача;
- дата и време тръгване на транспорта

3.6. Стоките ще бъдат изпратени на Купувача след получаване на 100 % плащане за стоките, доставяни по всяка конкретна доставка по настоящия договор.

#### **4. ЦЕНА И ОБЩА СУМА НА ДОГОВОРА**

4.1. Цената на Стоките определена в Приложение № 1 и включва стойността на Стоките, опаковка, маркировка, митническо оформяне съгласно условията FCA/FOB в съответствие с условия ИНКОТЕРМС 2000.

4.2. Цената на отделните Стоки по Договора се определят съгласно индивидуалните цени, посочени в Приложение № 1 към него, а общата цена по договора представлява аритметичния сбор на всички стоки, умножени по индивидуалните им цени.

4.3. Валута на договора – американски долари.

#### **5. УСЛОВИЯ НА ПЛАЩАНЕ**

5.1. Плащанията на Стоките доставяни по настоящия Договор ще се извършват в американски долари.

5.2. В рамките на 10 дни от датата на влизане в сила на настоящия Договор, Купувача заплаща 50 % от общата стойност на „Стоките”.

5.3. Плащане съгласно п. 5. 2. Ще се извърши след предоставяне на Купувача на следните документи:

- фактура, написана от Продавача на английски език, в която е посочен номера на договора и сумата, която трябва да бъде платена на Продавача;
- писмено уведомление за влизане на Договора в сила.

5.4. В течение на 10 дни след подписване на Акта за техническа инспекция, Купувача заплаща оставащите 50 % от общата стойност на Стоките за всяка конкретна доставка чрез банков превод по сметката на Продавача срещу

3.4. The date of loading will be considered as a date of delivery.

3.5. Not later than 15 days prior to shipment, Buyer shall inform the Seller about:

- type of transport and Carrier data;
- date and time of the transport departure.

3.6. The Goods will be delivered to the Buyer after receiving of 100 % payment for the Goods for each particular delivery under this Contract.

#### **4. PRICE AND TOTAL SUM OF THE CONTRACT**

4.1. The price of the Goods is stipulated in Annex # 1 and includes the cost of Goods, packing, marking, custom clearance on conditions FCA/FOB according to INCOTERMS 2000.

4.2. The individual prices of each specific item of Goods under this Contract is as shown in Annex # 1 to this Contract, and the total price of the Contract shall be the arithmetical sum of all Goods to be delivered multiplied by their individual prices.

4.3. Currency of the contract – US dollars.

#### **5. TERMS OF PAYMENT**

5.1. Payments for the Goods, which are delivered under present Contract, shall be made in US dollars.

5.2. Within 10 days after the date when the present contract comes into force, the Buyer shall pay 50 % of the total amount of the “Goods”.

5.3. Payment according to the paragraph 5. 2. shall be done after provision to the Buyer the following documents:

- invoice, written by Seller in English with indication of number of the contract and sum to be paid by Seller;
- written notification that Contract has come into force. After authority for the country of export release the export license to the for the county and city of buyer ( the authority were signed the end user certificate from Tripoli – Libya)

5.4. Within 10 days after signing the inspection certificate, the Buyer shall pay 50 % of the total amount of the “Goods” for each particular delivery by TT (telegraphic transfer) to the Seller’s account against the following documents:

следните документи:

- фактура, написана от Продавача на английски език, в която е посочен номера на договора и сумата, която трябва да бъде платена;
- акт за техническа инспекция (1 оригинал).

5.5. Всички банкови разходи на територията на Продавача ще се заплащат от Продавача, на територията на Купувача – от Купувача. Разходите за кореспондентските банки се заплащат от Продавача.

## **6. УСЛОВИЯ ЗА ИНСПЕКЦИЯ**

6.1. Купувача извършва инспекция на Стоките по качество и количество на територията на Продавача, с последващо изготвяне на Акт за инспекция.

6.2. Актът за инспекция се подписва в 4 екземпляра (2 - за Продавача и 2 - за Купувача).

6.3. Не по-късно от 15 дни преди датата на инспекцията Продавача оповестява купувача за готовността на Стоките за инспекция.

6.4. Не по-късно от 15 дни преди датата цитирана в п. 6. 3 Купувачът известява Продавача за персоналните данни и датата на пристигане на своите представители.

Купувачът ще започне инспекцията на Стоките не по-късно от датата указана в съобщението по п. 6. 3.

Представителите на Купувача трябва да имат официални документи, потвърждаващи правото им да подпишат Акта за инспекция.

6.5. Всички разходи свързани с пристигането и пребиваването на представителите на Купувача на територията на Продавача са за сметка на Купувача.

## **7. ОПАКОВКА И МАРКИРОВКА**

7.1. Опаковката на Стоките, доставяни по настоящия Договор, трябва да съответства на изискванията на техническата документация на завода-производител, за тези Стоки.

## **8. ФОРС-МАЖОР**

8.1. Страните се освобождават от отговорност за пълно или частично неизпълнение по настоящия договор, ако това неизпълнение е следствие на обстоятелства на непреодилма сила, включително но не само: пожар, наводнение, земетресение, военни действия, стачки, а също държавни и правителствени разпореждания и т. н., при условие че дадените обстоятелства непосредствено са повлияли на

- invoice, written by Seller in English with indication of number of the contract and sum to be paid,
- Inspection certificate (1 original).

5.5. All banking charges on the territory of the Seller shall be borne by the Seller, on the territory of the Buyer – by the Buyer. The charges of the correspondent banks shall be borne by the Seller.

## **6. THE CONDITIONS OF INSPECTION**

6.1. The Buyer shall make the inspection of the Goods in respect to quality at the Seller's facilities with drawing up the inspection certificate.

6.2. The inspection certificate shall be signed in 4 copies (2 - for the Seller and 2 - for the Buyer).

6.3. The Seller shall notify the Buyer about readiness of the Goods for inspection not less than 15 days prior to the date of the inspection.

6.4. The Buyer shall notify the Seller about personal details and date of arrival of its Representatives not less than 10 days prior to the date indicated in clause 6. 3.

The Buyer shall start the inspection of the Goods not later than on the date indicated in the notification according to Para. 6. 3.

The Buyer's Representatives shall have formal documents confirming their right to sign the Certificate.

6.5. The Buyer shall bear all the expenses connected with arrival and stay of the Buyer's Representatives with regard to the inspection.

## **7. PACKING AND MARKING**

7.1. The packing of the Goods delivered under the present Contract shall meet the requirements of manufacturer's technical documentation for this type of Goods.

## **8. FORCE MAJEURE**

8.1. The Parties are released from responsibility for complete or partial nonfulfilment of their liabilities under the Contract if this non-fulfilment was caused by circumstances of force majeure including but not limited to: fire, flood, earthquake, military actions, strikes as well as State and Governmental orders and so on, provided these circumstances have directly affected the fulfilment of the present Contract. In



изпълнението на настоящия договор. В този случай срока на договора се удължи с времето на действия на тези обстоятелства.

Свидетелство, издадено от съответните органи на местната власт е достатъчно за потвърждаване на посочените обстоятелства и сроковете на действието им.

8.2. Станата, която не може да изпълни своите задължения поради тези обстоятелства е длъжна да съобщи на другата страна не по-късно от 7 дни, в писмена форма. Ненавременното съобщаване за обстоятелства за непреодолима сила лишава съответната страна от правото да се позовава на тях за оправдание.

8.3. Ако посочените обстоятелства продължат повече от три месеца, всяка от страните има право да анулира целия договор или част от него, без право да претендира за компенсиране на понесените (причинените) загуби.

#### **9. САНКЦИИ**

9.1. В случай на нарушение сроковете за плащане, определени Раздел 5 от настоящия договор, Купувачът заплаща неустойка в размер от 0,05 % от сумата на съответното плащане, за всеки ден просрочие, но не-повече от 5 % от общата стойност на договора.

9.2. В случай на нарушение на сроковете на доставка, съгласно п. 3. 2. от настоящия договор по вина на Продавача то той заплаща неустойка, в размер на 0,05% от стойността на Стоките, за Товара, за всеки ден просрочие, но не-повече от 5% от общата стойност на Стоките.

9.3 заплащането на наказателните санкции не освобождава страните от изпълнение на своите договорни задължения.

#### **10. РЕКЛАМАЦИИ**

10.1. В случаите, когато в течение на гарантийния срок възникне неисправност по вина на Продавача, той е длъжен да я отстрани за своя сметка. Задълженията на Продавача се ограничават до ремонт или еквивалентна замяна, по избор и съгласуване с Купувача, на дефектните възли, агрегати или детайли, по отношение на които се докаже, че дефекта е възникнал по вина на Продавача. При това на възстановеното изделие се назначава остатъка от първоначалния срок на гаранцията.

this case the time of fulfilment will be extended for the period equal to that during which these circumstances last.

The evidence issued by the relevant local authorities will be a sufficient proof of the existence and duration of the above indicated circumstances.

8.2. The Party that cannot fulfil its liabilities due to these circumstances is to notify in written form the other Party within 7 days. An untimely notification of force majeure circumstances deprives the corresponding Party of the right to refer to them for justification.

8.3. If the above-mentioned circumstances last longer than three months, then either Party is entitled to cancel the whole Contract or a part of it without the right to demand for compensation of suffered (caused) losses.

#### **9. SANCTIONS**

9.1. In case of breaking the terms of payment stipulated in Article 5 of the present Contract, BUYER shall pay the penalty being equal 0,05 % of the sum of the relevant payment for each day of delay, but not more than 5 % of the total amount.

9.2. In case of breaking the term of delivery stipulated in Article 3. 2 of the present Contract through Seller's fault, Seller shall pay the penalty being equal 0,05 % of the price for the proper event for each day of delay, but not more than 5% of the total sum of Goods.

9.3. Payment of penalty does not make Parties free from execution of the Contract's obligations.

#### **10. CLAIMS**

10.1. Shall during the guarantee period any defect appear through the Seller's fault the Seller undertakes to eliminate it at his expense. The obligations of the Seller in this case shall be restricted to repairing or adequate replacement of the defected components, aggregates and assemblies in respect of which the evidence of Seller's fault is to be presented, at the Buyer's expense and agreement. The repaired components shall obtain the remaining of primary assigned time life.



10.2. Рекламации могат да бъдат предявявани по отношение на качество и количество на Стоките, в случай че не съответстват на качеството и количеството, определени от настоящия договор.

10.3. Рекламации по отношение на качеството могат да бъдат предявявани по време на гаранционния срок, предвиден в точка 2.3 от настоящия договор. Купувачът е длъжен да изпрати рекламацията с всичката необходима информация не по-късно от 4 (четири) дни от датата на откриване на дефекта, и при поискване от Продавача да изпрати до 25 (двадесет и пет) дни рекламираното имущество за проверка в страната на Продавача.

Рекламации по отношение на количеството могат да бъдат предявявани до 30 дни от датата на доставка.

10.4. Рекламациите се изготвят на български и/или на английски езици и трябва да се изпратят чрез официална поща, факс или имейл. Дата на предявяване на рекламацията се счита датата на получаването и от Продавача.

Продавача има право да провери основанието за рекламация на място, чрез свой представител. Продавача ще разгледа рекламацията в рамките на 60 дни.

10.5. В случай на изтичани на горесцитираните дати или в случай на нарушаване от Купувача на сроковете посочени в точка 10.3, Продавача няма да приеме рекламациите. Ако, след преглед, дефектното изделие е годно за употреба, Купувача ще покрие транспортните разходи до страната на Продавача и обратно. В случай, че след прегледа на дефектното изделие се установи, че то е неизправно по вина на Продавача, Продаваче ще покрие транспортните разходи до страната на Продавача и обратно.

## 11. АРБИТРАЖ

11.1. Всички спорове между Страните, които са възникнали при изпълнение на настоящия Договор и/или във връзка с него, ще се решават по пътя на преговори.

11.2. В случай, че Страните не постигнат съгласие при решаване на въпроса, причина за възникване на разногласие, то след писмена констатация, разногласието се предават в Арбитражния съд към Българската търговско-промишлена палата в Гр. София, България, при прилагане на неговите правила. Арбитражът се провежда на Английски език при приложимост

10.2. Claims may be submitted in respect of quality and quantity, in case of its non-correspondence to the quality and quantity under the present contract.

10.3. Claims in respect of quality may be submitted within the guarantee period stipulated in clause 2.3. of the present contract. The Buyer undertakes to send reclamation with all necessary information not later than 4 (four) days from the date of detection of the defects and to send upon the Seller's request the defective goods to the country of the Seller for inspection within 25 days (twenty five) days.

Claims in respect of quantity may be submitted within 30 days from the date of delivery

10.4. Claims are prepared by Bulgarian and/or English and have to be submitted by registered mail, fax or e-mail. The date of the claim shall be considered the date upon which it is received by the Seller.

The Seller has the right to check up the basis of the claim on the spot through his representative. The Seller shall examine the claim within 60 days.

10.5. After the expiration of the above stated dates or in case of violation by the Buyer of the terms stipulated in clause 10.3., no claims shall be accepted by the Seller. Should the defective item after the inspection be found fit for service, the Buyer covers transportation expenses of the item to the Seller's country and back. Should the defective item after the inspection be found defective due to Seller's fault, the Seller covers all the expenses related to shipping the item to the Seller's country and back.

## 11. ARBITRATION

11.1. Any disputes between the Parties arising from the present Contract and/or in connection with it shall be settled through negotiations between the parties.

11.2. In case if the Parties do not reach an agreement in settling an issue causing the dispute, after the written establishment, the differences will be forwarded to the Arbitration Court part of the International Chamber of Commerce in Sofia Bulgaria under its conditions and terms of arbitration. Arbitration shall be in English language and under Bulgarian law.



на Българското право.

11.3. Решението арбитража е окончателно и задължително за двете Страни.

11.4. Разходите по арбитража са за сметка на загубилата страна.

## 12. ДРУГИ УСЛОВИЯ

12.1. настоящият договор влиза в сила от датата на получаване на съответните разрешения от Държавната комисия за експортен контрол.

12.2. В течение на 10 дни от момента на подписване на настоящия договор Купувача ще предостави на Продавача „Сертификат за краен потребител”, в който трябва да се съдържат задължения Стоките да не се ре-експортират и да не се предават на когото и да, освен на крайният потребител, без съгласието на Държавната комисия за експортен контрол. Този документ трябва да бъде издадено от упълномощен държавен орган.

12.3. Получател и краен потребител на Стоките се явява Министерството на отбраната на Либия.

12.4. Купувача гарантира, че Стоките няма да се ре-експортират или предават на никого, освен на крайния потребител без разрешението на Държавната комисия за експортен контрол.

12.5. В рамките на 30 дни след доставка на Стоките в страната на крайният потребител, Купувачът се задължава да представи на Продавача Сертификат, потвърждаващ доставката (Приложение № 2). Този документ трябва да бъде заверен от упълномощен държавен орган.

12.6. Всички допълнения и изменения към договора се считат за действителни, ако са направени в писмена форма и подписани от двете Страни. Всички, надлежно подписани допълнения към настоящия договор се считат за неотменна част от него.

12.7. Купувачът е длъжен да осигури, за своя сметка, всички вносни лицензи и разрешения, необходими за внос на Стоките в Страната на назначение.

12.8. Нито една от Станите не може да предава своите права и задължения, които произтичат от този договор на трета страна без писмено съгласуване с другата Страна.

12.9. След подписване на настоящия договор всички предшествващи преговори и кореспонденция губят сила.

11.3. The resolution of the arbitration award shall be final and binding upon both Parties.

11.4. The arbitration fee shall be borne by the losing Party.

## 12. MISCELLANEOUS

12.1. The present Contract comes into force since the date of obtaining the appropriate permission of State Committee for Export Control.

12.2. Within 10 days since the signing of the present Contract, Buyer provides to the Seller with “End User Certificate” which must content warrants that Goods will not be re-exported or transferred to somebody except the end-user without a permission of the State Committee for Export Control. This document must be issued by authority state structure.

12.3. Receiver and End-user of the Goods is the Ministry of Defense of Libya.

12.4. The Buyer guarantees that the Goods will not be reexported or diverted to anyone else, except the End User without a permission of the State Committee for Export Control.

12.5. Within 30 days since the date of delivery of the Goods to End User’s country, Buyer shall provide the Seller with “Certificate of Delivery” (Annex # 2). This document must be attested by authority state structure.

12.6. All additions and amendments to this Contract shall be considered as valid if they are made in written form and signed by both Parties. All the duly signed additions to the present Contract shall be considered as its integral part.

12.7. The Buyer shall provide, at its own expense, all import licences and permits required for import of the Goods to the country of destination.

12.8. Neither Party is entitled to transfer its rights and obligations under the present Contract to a third party without prior written consent of the other Party.

12.9. After the present Contract has been signed, all previous negotiations and correspondence pertaining to it become null and void.

<p>12.10. Настоящия Договор действа до изпълнение на всички поети от Страните задължения.</p> <p>12.11. Настоящия Договор е подписан в два екземпляра на български и английски език по 1 екземпляр за всяка Страна, идентични и имащи еднаква сила.</p> <p style="text-align: center;"><b>13 АДРЕСИ НА СТРАНИТЕ</b></p> <p><b>ПРОДАВАЧ:</b></p> <p><b>ХАН АСПАРУХ ТРЕЙД ЕООД</b>  <b>БЪЛГАРИЯ</b>  9300, гр. Добрич  ул. Цанко Церковски, 3  ДДД № BG 201264962  Тел.: +359 58 604948  Факс: +359 58 604948  E-mail: khanastrade@gmail.com</p> <p><b>Банка на Продавача:</b>  <b>АЛФА БАНК БЪЛГАРИЯ</b>  Офис Добрич 1  IBAN: BG61CRBA98981230019099 (ам. дол.)</p> <p><b>КУПУВАЧ:</b></p> <p>.....</p> <p>.....</p>	<p>12.10. This Contract is valid till the Parties fulfil all the assumed obligations.</p> <p>12.11. The present Contract is signed in 2 copies in Bulgarian and English, one for either Party, authentic and equal in force.</p> <p style="text-align: center;"><b>13. ADDRESSES OF THE PARTIES</b></p> <p><b>SELLER:</b></p> <p><b>KHAN ASPARUH TRADE Ltd.</b>  <b>BULGARIA,</b>  9300 Dobrich,  3, Tsanko Tserkovski Str.  VAT No.: BG 201264962  Phone No.: +359 58 604948  Fax No.: +359 58 604948  E-mail: khanastrade@gmail.com</p> <p><b>Bank of the Seller:</b>  “ALPHA BANK” – BULGARIA BRANCH,  OFFICE DOBRICH 1  IBAN: BG61CRBA98981230019099 (USD)</p> <p><b>BUYER:</b></p> <p>.....</p> <p>.....</p>
<p><b>Приложение № 1:</b>  <b>Спецификация за доставка</b></p> <p><b>Приложение № 2:</b>  <b>Акт за инспекции</b></p> <p><b>Приложение № 3:</b>  <b>Сертификат за потвърждаване на доставка (образец)</b></p>	<p><b>Annex # 1:</b>  <b>Delivery specification</b></p> <p><b>Annex # 2:</b>  <b>Inspection Certificate</b></p> <p><b>Annex # 3:</b>  <b>Delivery verification certificate (specimen)</b></p>

**ПРОДАВАЧ**  
**SELLER**

**КУПУВАЧ**  
**BUYER**



ПРИЛОЖЕНИЕ № 1  
към ДОГОВОР № .....

от \_\_. \_\_. 2014 г.

ANNEX # 1  
to the CONTRACT №  
.....

dd. \_\_\_\_ 2014

### Delivery specification

### Спецификация за доставка

№ Nos.	Наименование Description	Кол-во (бр.) QTY (pc)	Цена за ед. (ам. дол.) Price per unit (USD)	Сума (ам. дол.) Amount (USD)
1	Боеприпас 23 мм Ammunition 23 mm	500,000	15,00	7 500 000,00
2	Боеприпас 14,5 мм Ammunition 14.5 mm	500,000	7,50	3 750 000,00
3	Боеприпас 7,62x54 мм ПКТ Ammunition 7.62x54 mm PKT	500,000	200/1000	100 000,00
4	Миновъргачен изстрел 81 мм Mortar round 81 mm	3,000	139,00	417 000,00
5	Миновъргачен изстрел 120 мм Mortar round 120 mm	1,000	295,00	295 000,00
6	Ракета 130 мм Rocket 130 mm	500	3350,00	1 675 000,00
13	Противотанкова ПУ 9П135М-М1 Antitank Launcher 9P135M-M1	20	49 000,00	980 000,00
14	Ракета за ПУ 9П135М-М1 Missiles Antitank Launcher 9P135M-M1	200	19 800,00	3 960 000,00
15	Лазерен далекомер Laser Range Finder	20	27 000,00	540 000,00
16	Снайпер до 2 000 м Sniper for 2,000 m	20	5900,00	118 000,00
24	30 мм гранатохвъргачка АГС – 17 AGS – 17 30 mm grenade Launchers	16	27 200,00	435 200,00
Всичко/Total: 17 862 700,00 ам. дол. / USD				

ПРОДАВАЧ  
SELLER

КУПУВАЧ  
BUYER



**ПРИЛОЖЕНИЕ № 2** **ANNEX # 2**  
**към ДОГОВОР № .....** **to the CONTRACT № .....**  
**от \_\_. \_\_. 2014 г.** **dd. \_\_\_\_ 2014**

**Акт за инспекция**

**Inspection Certificate**

Упълномощените представители: Representatives of the:  
На Продавача – \_\_\_\_\_, Seller - \_\_\_\_\_, acting on the basis  
действащи на основание \_\_\_\_\_; \_\_\_\_\_;  
На Купувача – \_\_\_\_\_, Buyer - \_\_\_\_\_, acting on the basis  
действащи на основание \_\_\_\_\_; \_\_\_\_\_;

съставиха настоящия АКТ ЗА ИНСПЕКЦИЯ на made this Inspection Certificate to certify that the  
Стоките и потвърждават, че стоките напълно Goods fully corresponds to the conditions of the  
отговаря на условията на договор Contract No \_\_\_\_\_  
№ \_\_\_\_\_,

№ No.	Наименование Description	Количество, бр. Quantity, pcs.
1		
2		
3		

Дата: \_\_\_\_\_ Date: \_\_\_\_\_  
Техническото състояние на стоката напълно The technical condition of the Goods fully  
удовлетворява изискванията на Купувача. satisfies the Buyer's requirements.

Настоящият Акт за инспекция е съставен в The present Inspection Certificate has been made  
четири екземпляра (два екземпляра за Продавача, in four copies (two for the Seller, two for the  
два - за Купувача) и се явява основание за Buyer) and is the basis for payment under the  
разплащане по договор № ..... Contract № ..... dd. \_\_. \_\_. 2012.  
от \_\_. \_\_. 2014 г.

**Представител на Продавача**

**Представител на Купувача**

**Representative of the Seller**

**Representative of the Buyer**

\_\_\_\_\_

\_\_\_\_\_

**ПРИЛОЖЕНИЕ № 3**  
**към ДОГОВОР № .....**

**ANNEX # 3**  
**to the Contract No .....**

от \_\_\_\_ . \_\_\_\_ . 2014 г.

dd. \_\_\_\_ 2014

**ОБРАЗЕЦ**  
**SPECIMEN**

**СЕРТИФИКАТ ЗА ДОСТАВКА**

**CERTIFICATE OF DELIVERY**

<p>С настоящото потвърждаваме, че Стоките доставяни в съответствие с договор № _____ от «__» _____ 2014 г. са доставени на крайния потребител _____</p> <p><i>(Наименование на крайния потребител и неговия адрес).</i></p>	<p>Hereby we confirm that Goods, which had been shipped under Contract № _____ dd. _____, was delivered to the end user _____</p> <p><i>(Name and address of the End-User).</i></p>
---	---

**От името на Купувача**  
**On behalf of the Buyer**

**От името на държавният орган, издаващ**  
**Сертификата за краен потребител**  
**On behalf of the governmental body issued**  
**the End User Certificate**

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

**Отметка на митническата служба**  
**Marks of the Customs Services**

\_\_\_\_\_  
(подпис/печат)  
(signature/stamp)

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 518

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Sunday, December 7, 2014 3:37 PM  
**To:** gerton.businessllp@gmail.com  
**Subject:** FW:  
**Attach:** IMG\_0023.JPG; IMG\_0024.JPG; IMG\_0025.JPG

---

-----Original Message-----

From: Rami Ghanem [mailto:[ramithe@gmail.com](mailto:ramithe@gmail.com)]  
Sent: Monday, December 8, 2014 12:44 AM  
To: Rami Ghanem  
Subject:

<<..>> <<..>> <<..>>

التاريخ  
Date  
2014/11/18  
رقم الإصدار  
Ref Number



Ministry of Defense

رئاسة مجلس الوزراء  
وزارة الدفاع  
ديوان الوزارة

8628 - 57

18/11/2014

### End User Certificate

1. Country of ultimate destination		LIBYAN STATE	
2. Name, address, telephone and fax numbers, e-mail address of the End User		Ministry of Defense of Republic of LIBYA Tripoli - Libya	
3. Description of goods, quantity, description			
No	(Description of Goods)		(Quantity) pes
1	Ammunition 23 mm		5,000,000
2	Ammunition 14.5 mm		5,000,000
3	Ammunition 54x7.62BKT mm		5,000,000
4	Mortar rounds 81 mm		12,000
5	Mortar round 120mm		12,000
6	Cannon shell 106 mm		15,000
7	Rocket 130 mm		10000
8	Rocket 107 mm		10000
9	Belts for ZU-23mm		500 m
10	Belts for ZU-14.5		500 m



دولة ليبيا  
وزارة الدفاع  
التحديق  
-1-  
2014

www.defense.gov.ly



التاريخ  
Date  
الموافق  
Ref. Number



Ministry of Defense

رئاسة مجلس الوزراء  
وزارة الدفاع  
ديوان الوزارة

11	GRAD 122 MM	10,000
12	Ammunition 12.7	3,000,000
13	Anti-tank Konkurs launcher 9p135m-m1	150
14	Missiles Anti-tank Konkurs launcher 9p135m-m1	1500
15	Laser range finder	200
16	Sniper for 2000 m	100
17	Rocket launchers for MI-24	16
18	AT-2swatter	2500
19	AT-6 spiral missiles	2500
20	57 mm Rocket	1000
21	80 mm Rocket	1000
22	130 mm Rocket	1000
23	240 mm Rocket	1000
24	AGS-17	16
	30 mm Grenade launchers	

4. Description of final use (purpose):

The goods will be used by the Government of Libya, under the supervision of the Ministry of Defense of to keep security in the country

5. Name, address, telephone and fax numbers, and e-mail address of the supplier:

Gateway to MENA for Logistics Services, represented by Mr. Rami Ghanem having their address in Behind ABC Bank. Al-Shmeisani, Abdul Al-Rahim Al- Waked St. - Shmeisani. Bldg. No. 42. P.O. Box 830589. Amman-11183 Jordan. Telephone +201127999552. +962795569299. E-mail address: ramithe@gmail.com

Supplier have power of attorney from the buyer to authrise lockal companies mintioned in the list below to sign all related documints to help in optaning the required export licences.



00093605

Ghanem\_Sentencing\_00000144

Ghanem 00000241



التاريخ  
Date  
الموافق  
Ref. Number



Ministry of Defense

رئاسة مجلس الوزراء  
وزارة الدفاع  
ديوان الوزارة

Statement of the end-user.

We certify that we are the end-user and importer of the goods/technologies referred to in item 3. Except as authorized by prior written approval of the export control authority of the following Governments: Montenegro, Hungary, Ukraine, Poland, Belarus, Serbia, Bosnia, Slovenia, Croatia, Slovakia, Romania, Estonia we undertake not to: (1) re-export, (2) sell, (3) lend to any other person or otherwise dispose of the goods/technologies referred to in this document outside the country of end user. This refers also to spare parts, specialist tools, documentation, technical support and operating manuals necessary for the after-sales support. A relevant Delivery Verification Certificate will be present to the Supplier for each individual shipment, within 30 days from the date of its receipt.

/Name and position of the signer/



Stamp/ Date



CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 519

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Thursday, January 15, 2015 6:08 AM  
**To:** Fakroun <fakrun1@gmail.com>  
**Subject:** Draft2 (Autosaved).docx  
**Attach:** Draft2 (Autosaved).docx

---

No	(Description of Goods)	(Quantity) pes
1	Ammunition 23 mm	
2	Ammunition 14.5 mm	
3	Ammunition 54x7.62PKT mm	
4	<b><i>Cannon shell 106 mm</i></b>	
5	Rocket 130 mm	
6	Rocket 107 mm	
7	Belts for ZU-23mm 500 قطع 50 طلقه كل قطع	
8	Belts for ZU-14.5 500 قطع 50 طلقه كل قطع	
9	GRAD 122 MM	
10	Ammunition 12.7	
11	30 mm Ammunition	



CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 520

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386

**From:** Abdul Salam <fakrun1@gmail.com>  
**Sent:** Thursday, January 15, 2015 6:34 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Subject:** Re: Draft2 (Autosaved).docx

---

1- 1.5m  
2- 1.5m  
3--1m

Sent from my iPad

On 152015/01/, at 4:07 ء, Rami Ghanem <ramithe@gmail.com> wrote:

<Draft2 (Autosaved).docx>

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA  
VS. GHANEM

PLAINTIFF'S EXHIBIT 521

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386

**From:** Abdul Salam <fakrun1@gmail.com>  
**Sent:** Thursday, January 15, 2015 6:36 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Subject:** Re: Draft2 (Autosaved).docx

---

3-5K  
4-3k  
5-3K  
6 - 500 meter long  
7- 500 meter long

Sent from my iPad

On 152015/01/, at 4:07 ء, Rami Ghanem <ramithe@gmail.com> wrote:

<Draft2 (Autosaved).docx>

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 522

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_

DEPUTY CLERK

AO 386



**From:** Abdul Salam <fakrun1@gmail.com>  
**Sent:** Thursday, January 15, 2015 6:38 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Subject:** Re: Draft2 (Autosaved).docx

---

9- 3K

10- 1m

11- 100000 with belt included

Sent from my iPad

On 152015/01/, at 4:07 ء, Rami Ghanem <[ramithe@gmail.com](mailto:ramithe@gmail.com)> wrote:

<Draft2 (Autosaved).docx>

CASE NO. CR 15-0704 (A)-SJO  
UNITED STATES OF AMERICA  
VS. GHANEM  
PLAINTIFF'S EXHIBIT 523  
DATE \_\_\_\_\_ IDEN.  
DATE \_\_\_\_\_ EVID.  
BY \_\_\_\_\_  
DEPUTY CLERK  
AO 386

**From:** salam fakroun <fakrun1@gmail.com>  
**Sent:** Thursday, January 15, 2015 8:10 AM  
**To:** Rami Ghanem <ramithe@gmail.com>  
**Subject:** Re: Draft2 (Autosaved).docx  
**Attach:** 106 machine.jpg; 107b.jpg; 107a; 106c

---

2015-01-15 17:42 GMT+03:00 Abdul Salam <fakrun1@gmail.com>:

إذا واصلت إبليغي الأيميل الثاني يبدأ برقم ٤

Sent from my iPad

On 15/01/2015, at 4:07 م, Rami Ghanem <ramithe@gmail.com> wrote:

<Draft2 (Autosaved).docx>

--  
Abdul Salam  
Misurata-Libya



00091319

Ghanem\_00000241

Ghanem\_Sentencing\_00000157



00091320

Ghanem\_00000241

Ghanem\_Sentencing\_00000158



CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 524

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386

**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Thursday, January 15, 2015 1:41 PM  
**To:** office@michaelschoenberg.at  
**Subject:** Required items  
**Attach:** Draft2 (Autosaved).docx

---

Dear Sir,

I was requested by our friend in Vienna to send you the attached list required for our government in Tripoli – Libya, please see attached file and let me know if you can work with us for such a supply.

Hoping to hear back from you soon.

Best Regards

***Rami Ghanem***

***Gateway to MENA. (GTM)***

**Egypt Office**

Complex 122, Building 16, Apartment 42

Al Rehab City, Cairo Egypt

International #: +37282432246

Telephone# 00201127999552

**Jordan Office**

Tel: 962 6 5685624

Fax: 962 6 5685625

ramithe@gmail.com or rami@caravaname.com

US Telephone: 772 675-4363 Skype Address: caravaname

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Life is short.. So love your life.. Be happy.. And Keep smiling.. and

Before you speak »Listen  
Before you write »Think  
Before you spend »Earn  
Before you pray »Forgive

Before you hurt »Feel  
Before you hate »Love  
Before you quit »Try  
Before you die »Live

That's Life...

No	(Description of Goods)	(Quantity) pes
1	Ammunition 23 mm	1400000
2	Ammunition 14.5 mm	1500000
3	Ammunition 54x7.62PKT mm	1000000
4	<b><i>Cannon shell 106 mm</i></b>	3000
5	Rocket 130 mm	3000
6	Rocket 107 mm	3000
7	Belts for ZU-23mm 50 Rounds each section / 500 section.. total	500 meter long
8	Belts for ZU-14.5 50 Rounds each section / 500 section.. total	500 meter long
9	GRAD 122 MM	3000
10	30 mm Ammunition	100000 with belt

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 525

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386



**From:** Rami Ghanem <ramithe@gmail.com>  
**Sent:** Thursday, January 15, 2015 2:04 PM  
**To:** sandro.k.64@gmail.com  
**Subject:** Draft2 (Autosaved).docx  
**Attach:** Draft2 (Autosaved).docx

---

No	(Description of Goods)	(Quantity) pes
1	Ammunition 23 mm	1400000
2	Ammunition 14.5 mm	1500000
3	Ammunition 54x7.62PKT mm	1000000
4	<b><i>Cannon shell 106 mm</i></b>	3000
5	Rocket 130 mm	3000
6	Rocket 107 mm	3000
7	Belts for ZU-23mm 50 Rounds each section / 500 section.. total	500 meter long
8	Belts for ZU-14.5 50 Rounds each section / 500 section.. total	500 meter long
9	GRAD 122 MM	3000
10	30 mm Ammunition	100000 with belt

CASE NO. CR 15-0704 (A)-SJO

UNITED STATES OF AMERICA

VS. GHANEM

PLAINTIFF'S EXHIBIT 526

DATE \_\_\_\_\_ IDEN.

DATE \_\_\_\_\_ EVID.

BY \_\_\_\_\_  
DEPUTY CLERK

AO 386